

24-12

מדינת ישראל

משרד הממשלה

Dept. of Lands & Surveys

Basset Sheikh Muhammad
Wadi Hawareth Sud district
Tul-Karem. land plot no. 23
[1932-1935]

חק מס' 24/1/32

מדינת ישראל
ארכיון המדינה

British Mandate Collection - B

16623 / 12 - גל

905889 : מס' פריט : 99.0/3 - 1143 : מס' תיק : 02-113-03-05-07 : מס' דפוס : 25.08/2013

British Mandate

24-12

No. D/TUL/32

W. H. H. NORTH

Case 251

See R. 523/65

DEPARTMENT OF LANDS & SURVEYS.

1st JACKET
CLOSED

Land Plot No 23 = 1000 dunums.

See Plans, JACKET
D/TUL/32/Plans.

PASTORAGE BASSAT SHEIKH MOHD.

Wadi el Hawarikh - Fulkarm.

629

GPV. 7717-5000-25-3-30

BRING FORWARD		BRING FORWARD	
FOLIO	DATE	FOLIO	DATE
<u>First JACKET - Closed.</u>			
<u>CLAIMED AT LAND SETTLEMENT</u>			
<u>as follows: -</u>			
<u>CLAIM No.</u>	<u>BLOCK.</u>	<u>P. PARCEL Nos.</u>	
4	8394	1-46, 48-52 incl.	
6	8395	1-13, 15-37 + 42	
7	8396	1-35, 37-40, 42-44 and 46	

See file GP/5/62.
Wadi el Hawarikh
Arab Lands.

M. O. A. L.

3rd April 1940.

No. D/TUL/32

1st JACKET Closed.

D/Jul/32

See R. 523/65

Case 251

PALESTINE GOVERNMENT.



Land plot No. 23. 1000 dunms

Pasturage Bassat Sheikh Mohd.

Wadi El Hawareth - Sulkeram

D/Jul/32.

185

L.F 7 forwarded on 27. 5. 29.

Lij

GOVERNMENT OF PALESTINE	
DIRECTOR OF LAND REGISTRATION	
JUL 1935	
File No	Serial No 6010
HEADQUARTERS JERUSALEM	

V/127/33

CONFIDENTIAL

D, Jul/32

it
30 June, 1935.

DEVELOPMENT OFFICER.

I am directed to refer to your Confidential letter No.DC/152/34 of the 27th of April, 1935, on the subject of Bassat Sheikh Muhammad, and to inform you that in the opinion of Government the actual cost of the drainage of the swamp would not be a suitable basis on which to charge rent and that the only practicable basis which can be adopted for this purpose is the gross yield from cultivation.

Moreover, such a proposal would not establish an undesirable precedent in regard to other lands under your control.

2. It is understood that in your opinion the cultivators are in a position to pay a fixed rent based on one fifth of the estimated gross yield, which you estimate at approximately L.P. 3 for the current year. It is, however, realized that no rent can in fact be collected during this year as the crops have already been sold.

3. You will no doubt submit further proposals as to the possibility of increasing the fixed rent in future years should the gross yield for crops materially increase.

for CHIEF SECRETARY.

Wes
Ruby
Copy to : Director of Land Registration for information.



DC/152/34. - 222
CONFIDENTIAL.

27th April, 1935.

Chief Secretary.

Gen by W. Stalls.
Pully mile
we have 1/2 mile
C 2/5

Subject: Basset Sheikh Muhammad - Wadi
Hawarith Arabs (North).

Reference: Your V/127/34-86 of 2.3.35.

I have the honour to report that drainage of this swamp has been completed at a cost of LP 1673.379 ; deep ploughing is almost complete, and is to cost LP 314. The total expenditure on this scheme is therefore LP 1987.379 mils.

2. The Northern section of the Tribe is now in occupation of the area.

3. At paragraph 6 of its report dated 2.5.34, the Committee appointed by Government recommended that (i) it would be unfair to charge the cost of drainage to the Arabs in view of the fact that the drainage of the swamp is a health measure benefitting the surrounding villages and settlements ; (ii) the Arabs will not obtain sufficient return from plots of 17 dunums each (probably only partially irrigated) to pay anything but a nominal rent.

4. The Rural Property Tax for 1935 on this area is 576 mils.

5. In the circumstances, I would recommend that as Basset Sheikh Muhammad is a State Domain, the Arabs be charged rent in accordance with Article 37 of the Rural Property Tax, i.e. an amount equal to the amount of the Rural Property Tax which, in this case is 576 mils.

bb. I have this out with a full return for our file enclosure the note refers to the top 6 2/5.

22227-30000-9.7



Handwritten in red ink:
11/12
11/12

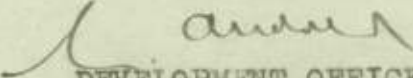
6. The Assistant District Commissioner, Samaria, agrees with the recommendation in the foregoing paragraph, but the Director of Lands Registration to whom the question was referred has commented as follows :-

" The area comprises some 1500 dunums and the rent suggested is one third of a mil per dunum. I would hesitate to agree that drained and partly irrigable land is not worth more than decimal 3 of a mil per dunum.

Government has consistently resisted the claim of the Jewish bodies that State Domain should be leased at less than 5% per annum on its capital value. Section 37 of the Rural Property Tax Ordinance refers to an implied lease and not an arranged lease.

There may be special considerations in this case but will your proposal not create an embarrassing precedent ? "

To the comments of the Director of Lands Registration I would state that I am not discussing the matter of the land or a fair rent for it. It has been understood that the Basset would be leased to the Arabs at a nominal rent and the proposal set out in paragraph 5 of this letter, appears to me to be the fairest way of giving effect to the intention.


DEVELOPMENT OFFICER

Copy to: Director of Lands Registration.
" : Asst. District Commissioner,
Samaria, Nablus.

CONFIDENTIAL

CONFIDENTIAL

The following information was obtained from a confidential source who has provided reliable information in the past.

The above information was obtained from a confidential source who has provided reliable information in the past.

The above information was obtained from a confidential source who has provided reliable information in the past.

The above information was obtained from a confidential source who has provided reliable information in the past.

The above information was obtained from a confidential source who has provided reliable information in the past.

The above information was obtained from a confidential source who has provided reliable information in the past.

The above information was obtained from a confidential source who has provided reliable information in the past.

The above information was obtained from a confidential source who has provided reliable information in the past.

The above information was obtained from a confidential source who has provided reliable information in the past.

The above information was obtained from a confidential source who has provided reliable information in the past.

Government of Palestine

In case of reply
please quote the
date of this letter
and the following
number:

DC/152/34-193



Department of Development,

P.O.B. 649,

Jerusalem,

Palestine.

12th April, 1935.

Director of Lands Registration.

Subject:- Bassat Sheikh Muhammad - Wadi
Hawarith Arabs (North).

I shall be glad to receive an early reply
to my letter No.DC/152/32-169 dated the 3rd of
April, 1935.

[Signature]
DEVELOPMENT OFFICER.

*Answered
12/4*



THE
LIBRARY OF THE
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON, D. C. 20246

Government of Palestine

*In case of reply
please quote the
date of this letter
and the following
number:*

DC/152/34 - 186

Department of Development,

P.O.B. 649,

Jerusalem,

Palestine.



11th April, 1935.

The Development Officer presents his compliments to the Director of Lands Registration and would be glad to receive a reply as soon as possible to his letter No.152/32-169 dated the 3rd of April, 1935, on the subject of Bassat Sheikh Muhammad - Wadi Hawarith Arabs (North).

Memorandum of Understanding
between
the Government of the United States of America
and the Government of the Republic of China



The Government of the United States of America
and the Government of the Republic of China
have agreed to the following terms of understanding:
1. The Government of the United States of America
will provide technical assistance to the
Government of the Republic of China in the
field of agriculture and animal husbandry.
2. The Government of the Republic of China
will provide technical assistance to the
Government of the United States of America
in the field of agriculture and animal husbandry.
3. The Government of the United States of America
will provide technical assistance to the
Government of the Republic of China in the
field of agriculture and animal husbandry.
4. The Government of the Republic of China
will provide technical assistance to the
Government of the United States of America
in the field of agriculture and animal husbandry.

Development Officer.

Subject:- Basset Sheikh Muhammad
Wadi Hawareth Arabs(North).

Reference:- Your letter No.DC/152/32
of the 3rd of April,1935.

The area comprises some 1500 dunums and the rent suggested is one third of a mil per dunum. I would hesitate to agree that drained and partly irrigable land is not worth more than decimal 3 of a mil per dunum.

2. Government has consistently resisted the claim of the Jewish bodies that State Domain should be leased at less than 5 % per annum on its capital value. Section 37 of the Rural Property Tax Ordinance refers to an implied lease and not an arranged lease.

3. There may be special considerations in this case but will your proposal not create an embarrassing precedent ?

DIRECTOR OF LAND
REGISTRATION.

N.

8/24/32

CONFIDENTIAL



DEPARTMENT OF DEVELOPMENT

P.O.B. 649,

JERUSALEM.

Ref.No.DC/152/32. -169

3rd April, 1935.

Director of Lands Registration. ✓
Asst. District Commissioner,
Samaria Division,
Nablus.

Subject: Basset Sheikh Muhammad - Wadi
Hawarith Arabs (North).

I transmit herewith copy of a draft
letter which I propose to submit to the
Chief Secretary.

I shall be glad to know if you agree
with the recommendations contained therein.


DEVELOPMENT OFFICER.

DRAFT

CONFIDENTIAL

DC/152/32.

Chief Secretary.

Subject: Basset Sheikh Muhammad - Wadi
Hawarith Arabs (North).

Reference: Your V/127/33 of 1.6.34 and my
DC/152/34-86 of 2.3.35.

I have the honour to report that drainage of this swamp has been completed at a cost of £P 1673.-; deep ploughing is almost complete, and is to cost £P.314. The total expenditure on this scheme is therefore £P. 1987.-

2. The Northern section of the Tribe is now in occupation of the area.

3. At paragraph 6 of its report dated 2.5.34, the Committee appointed by Government recommended that (i) it would be unfair to charge the cost of drainage to the Arabs in view of the fact that the drainage of the swamp is a health measure benefitting the surrounding villages and settlements; (ii) the Arabs will not obtain sufficient return from plots of 17 dunums each (probably only partially irrigated) to pay anything but a nominal rent.

4. The Rural Property Tax for 1935 on this area is 576 mils.

6. In the circumstances, I would recommend that as Basset Sheikh Muhammad is a State Domain, the Arabs be charged rent in accordance with Article 37 of the Rural Property Tax, i.e. an amount equal to the amount of the Rural Property Tax which, in this case is 576 mils.

DEVELOPMENT OFFICER.

DC/14/33.

CONFIDENTIAL

9th December, 1933.

Chief Secretary.

Subject: Wadi Hawarith Arabs (Northern Section).

Reference: My DC/14/33 of 16.11.33

I transmit herewith copy of a letter No.T/80/3-4198 dated 23/11/33 from the Asst. District Commissioner, Samaria Division, to the District Commissioner, Northern District, forwarding copy of a petition addressed to His Excellency the High Commissioner by the Mukhtar and Committee of the Northern Section of the Wadi Hawarith Arabs.

2. I have the following remarks to make on the requests of the Arabs:-

REQUEST NO.1. I see no objection to the proposal that these Arabs be given a long lease of Basset Sheikh Muhammad under certain conditions regarding proper use of the lands and the works constructed for their benefit thereon.

REQUEST NO.2. The question of the amount of rent to be paid will be dealt with in any scheme of development which may be drawn up for the Tribe.

REQUEST NO.3. The question of the drainage of Basset Sheikh Muhammad has been under consideration by Government for some years, and in this connection



cc
W.F. Basset
If it is to be
placed on
the Basset
Sheikh Muhammad
file 100

10/12/33

H.D.
This has been
on Basset Sh.
Mukhtar file, from
the beginning
11/12

I would refer you to your file EF/39/32.

Preliminary drainage can commence in March, 1934.

REQUEST NO. 4. If the lease is granted, there would appear to be no objection to the Arabs erecting stone dwelling houses in the area, providing they comply with the directions of the Department of Health.

REQUEST NO. 5. I agree that only those persons admitted to the Register of Landless Arabs should be considered in any agreement which may be made.

REQUESTS NOS. 6, 7 & 8. These are questions which will be dealt with in any scheme of re-settlement drawn up by this Department, and have been allowed for in the Loan Schedules forwarded to Government on 11.4.33 and 12/10/33. However, it will be necessary as a preliminary to complete drainage, to commence putting in minimum and experimental drains at a cost of approximately LP.2000. Since this work cannot commence until March 1934 at the earliest, it will probably be some time before the area will be available for close settlement by the Arabs, and ~~therefore~~ it is evidenced that operations on the marsh fit it for intensive cultivation as opposed to grazing. But, I can foresee no obstacle which will prevent them from making limited and controlled use of the swamp during the drainage operations. It will be possible to employ the Arabs on the drainage works.

REQUESTS NOS. 9, 10 & 11. These are administrative

questions with which the District Commissioner is himself dealing.

3. As pointed out by the Assistant District Commissioner in paragraphs 3 and 7 of his letter, it would now appear necessary for some arrangement to be made for a camp site for these Arabs during the coming winter. (Please see para 7 of my DC/14/33 of 30/9/33 on this subject).

In this connection I have to inform you that the Jewish National Fund are prepared to allow the Arabs to occupy an area of some 200 dunums of sandy land for a period of 6 months, free of rent, provided Government will write to the Fund agreeing to cause the Arabs to evacuate the area at the end of this period.

4. The District Commissioner, Northern District, in his letter No.S/4/1 of 5.12.33 comments as follows:-

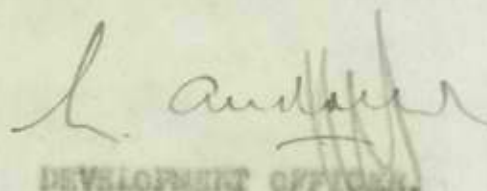
"I have carefully considered the proposals submitted to me by the Asst. District Commissioner, Samaria, and after hearing your views, I am of the opinion that a solution can be found to this question if these proposals are carried out, and I shall be grateful if you will approach the High Commissioner with a view to the necessary steps being taken to this end. It has the virtue of being a cheap scheme and they want it. However, 15 dunums a head is not too rosy an outlook for the future".

It is quite true that the area is on the small side, but in this case it is to be remembered that the Arabs work in the neighbouring Jewish colonies and at the same time sell animal manure to the colonists.

5. In view of the foregoing, I would recommend that the Arabs be informed that the requests contained in their petition are receiving careful consideration, and that, in the meantime, this Department be instructed to study the question of the re-settlement of this section of the Tribe in Basrat Sheikh Muhammad.

I would also request authority to be allowed to write to the Jewish National Fund asking them to agree to the Arabs occupying an area of 200 dunams of their lands in Wadi Hawarita during the forthcoming winter; at the same time giving the Fund an assurance that at the end of this period Government will assist them to ensure that the area is vacated by the Arabs. The Asst. District Commissioner, Samaria, informs me that he can, and will obtain an undertaking from the Arabs to leave at the end of the period of six months.

As immediately the rains come difficulties will arise in the area, it is requested that the matter of the lease of the 200 dunams should be considered urgently.


DEVELOPMENT OFFICER.

Copy to:- Treasurer.
District Commissioner
Northern District - less copy of enclosure.
Director of Agriculture.
Director of Lands.
Asst. District Commissioner, Samaria, less copy of enclosure.

(C O P Y)

23rd November, 1933.

No.T/80/3 - 4198.

CONFIDENTIAL

District Commissioner,
Northern District,
Haifa.

Subject: Wadi Hawarith Arabs
(Northern Section).

I have already reported to you that on the 15th November the Arabs of the northern section of the Wadi Hawarith were evicted by force from the lands which had been leased to them. They are now camped in the Bassat Sheikh Mohammad and labourers employed by the Jewish National Fund have started to plough the lands from which the Arabs were evicted.

2. I now have to report that I yesterday visited these Arabs in the Bassat and discussed with them at length the problems of their immediate future and their eventual settlement. I found the Mukhtar, the newly appointed Committee and the other members of the tribe in a friendly and reasonable frame of mind. The Arabs appeared to be anxious only to find some satisfactory way out of the difficult position in which they find themselves.

3. Their present position is briefly that they have no land whatsoever, that they have refused Government's offer of land in the Beisan Sub-District and that they have no intention of reconsidering that refusal. They are camped on the Government Bassat which is unfit for cultivation except for small plots which can be used for vegetable growing in the summer. The Bassat is uninhabitable in the winter months and it is probable that the Arabs will not be able to stay on the Bassat lands when the first heavy rains fall. The Bassat is bordered on three sides by Jewish land and on one side by the land of Abdallah Samara. If the Arabs return to the Jewish land they become liable to a years imprisonment and Abdallah Samara has refused to grant the Arabs a lease of his land during the winter. The Arabs contend moreover that the sandy lands owned by Abdallah Samara are not suitable for the pitching of Beduin tents. (I do not believe that this contention is justified as I have seen tents pitched on the Samara lands). In any event it is probable that if the Arabs enter the Samara lands when the rains come Abdallah Samara will use every effort to remove them. The offer made by Hasham Eff. Kabbani of a camping site in the Wadi Kabbani still remains open but he is unable to offer an area in the Wadi Kabbani which would be sufficient for the grazing of the animals of the northern section of the tribe and the Arabs rightly point out that it would be impossible in winter to send /their animals

3. (Contd.)

their animals every day from the Wadi Kabbani to the Bassat for grazing and that it would also be impossible to leave the animals without shelter in the Bassat. In all the circumstances it will, I think, be agreed that the very unenviable position in which these Arabs find themselves justifies the sympathetic consideration by Government of any reasonable requests which they may submit.

4. I attach to this letter a petition which was prepared and signed by the Arabs in my presence, yesterday. It will be seen that the Arabs ask that the Bassat should be drained and that the approved landless Arabs of the tribe should be permanently settled in the reclaimed land. The details of any settlement scheme which might be authorised would of course be dealt with by the Development Officer (to whom I am sending a copy of this letter). It is I think certain however that drainage of the land and settlement thereon of the ninety-nine approved landless Arabs of the northern section of the tribe would be cheaper than their settlement elsewhere. If the swamp were drained there would be approximately fifteen dunums for each landless Arab of the tribe which is, I believe, sufficient for the livelihood of a family in areas suitable for vegetable cultivation. (It must be borne in mind that work in neighbouring Jewish colonies and the sale of animal manure to the Jews would materially augment the revenue obtained from the cultivation of the Bassat lands).

2. (Contd.)

their animals every day from the last January to the present. For grazing and that it would also be important to have the animals without any other and the present. I feel the circumstances it will, I think, be of great value and very important position in which these areas have themselves. I believe the Government of India should be interested in my researches and that they may be of use.

4. I wish to state that a section which was prepared and signed by the group in my presence, yesterday. It will be seen that the group has decided that the present should be continued and that the approved animals of the tribe should be permanently settled in the reserved lands. The details of my settlement scheme which might be authorized by the Government of India (to be sent with the Development Officer) when I am sending a copy of this letter. It is I think certain however that the group of the land and settlement of the animals and the approved animals of the present section of the tribe would be settled in the reserved lands. In the scheme which I have submitted to the Government of India, I have indicated that the animals of the tribe should be settled in the reserved lands. I believe, however, that the Government of India will be interested in my researches and that they may be of use. I have also indicated that the animals of the tribe should be settled in the reserved lands. I believe, however, that the Government of India will be interested in my researches and that they may be of use.

4. (Contd.)

I do not propose at this stage to discuss the main requests of the Arabs in detail. With regard to the last four requests however I wish to submit brief observations.

Request 8. I believe that the request for a loan in order to buy food during the winter is reasonable as it is a fact that the Arabs are now extremely poor. I also consider that some small seed loans to enable the Arabs to cultivate small vegetable plots should be granted from funds already made available for seed loans in the Tulkarm Sub-District.

Request 9. I suggest that the Jewish National Fund might be approached with a view to the payment of some small sum as compensation for these huts. The Arabs say that the huts are worth LP.100 but they would probably be willing to accept a considerably smaller sum.

Request 10. I am dealing with this matter and I expect to be able to persuade the local representative of the Jewish National Fund to agree to the request. The Arabs are now marking on the ground the area which they would like to be fenced.

4. (Contd.)

Request 11. I recommend that approval for the write-off of this loan should now be given. The loan is in any event uncollectable and the grant of approval for its write-off would be a gesture which the Arabs would appreciate as evidence of Government's desire to help them.

5. When the Wadi Hawarith Arabs refused the offer of land in Tel esh Shok Government promised "to consider the possibility of making other arrangements for the future settlement of the tribe" (see Official Communiqué No. 32/33 of the 4th September, 1933). The present proposals put forward by the northern section of the tribe are in effect a request that Government should carry out that promise. The proposals in question appear to me to offer a satisfactory solution of the problem and I earnestly hope that they will receive your support and Government's approval.

6. I fully realise that decisions on the requests set out in the petition cannot be expected at once and I therefore now wish to turn to the question of the immediate future.

.... 7. I have already explained in the third paragraph of this letter that when heavy rains come the Arabs will have no alternative but to move their tents on to dry land and that they will have to choose between Jewish-owned land and the lands of Abdallah Samara (about which there is some doubt as to its suitability as a camping site). I consider that it would be regrettable if consideration of the reasonable requests of the Arabs were prejudiced by legal action against them for returning to land from which they have been evicted and I have consequently considered every possible means of finding a dry camping site during this winter. As Abdallah Samara has refused to lease his lands for this purpose I am forced to the conclusion that there is no solution of this problem unless the Jewish National Fund could be persuaded to grant a lease of about 200 dunums for a period of four or five months. There is a suitable plot of land of about that size (which is separated from the remainder of the Jewish-owned land by the Abu Zabura road) which would provide an admirable camping site. I do not know whether there is any chance of obtaining a lease of this plot from the Jewish National Fund but I consider that the problem should not be abandoned as insoluble until the representatives of the Fund have been approached on the matter. I recommend that they should be so approached and if possible invited to visit the land in order that the position may be explained on the spot. It may be argued, as an objection to the proposal which I have just put forward, that the grant of a lease for four or five months would necessitate another eviction at the expiration of the

lease. It should however be borne in mind that it is quite possible that a settlement scheme for the Arabs will have been worked out before such a lease expires. If the Jewish National Fund refuses to grant a lease of the plot of land to which I have referred I can make no helpful suggestion with regard to the temporary settlement of these Arabs during the winter.

8. I finally wish to urge that every effort should be made to obtain decisions on the requests of the Arabs and the other recommendations in this letter with the least possible delay. The Wadi Hawarith Arabs have, during the last year, behaved in a remarkably peaceful manner in the face of considerable hardships and, as they believe, injustices. I very much hope that it will soon be possible to show them that they were wise to resist the advances of agitators and communists and to rely on the assurances of Government that everything possible will be done to assist them in their difficulties.

(SGD) H.M. Foot.
ASSISTANT DISTRICT COMMISSIONER
SAMARIA.

HIS EXCELLENCY
THE HIGH COMMISSIONER FOR PALESTINE
(Thro' Asst. District Commissioner)
Nablus.

Your Excellency,

We the undersigned Mukhtar and Committee of the Northern Section of the Wadi Hawarith Arabs beg to submit that we have discussed to-day the question of our future settlement with the Assistant District Commissioner, Nablus. As a result of our discussion we desire to submit to Your Excellency the following requests :-

1. that Bassat Sheikh Mohammad be given us on a long term lease (if possible for a period of 99 years
2. that we may be required to pay only a nominal rent in respect of this land to be leased to us;
3. that the Government should drain the Bassat so that it may become suitable for cultivation;
4. that we may be permitted to erect stone built houses within the boundaries of the Bassat lands;
5. that the lands of the Bassat may be given only to approved landless Arabs of the Northern Section of the Wadi Hawarith Arabs;
6. that the lands of the Bassat may be divided by a Committee composed of the District Officer, Tulkarm Sub District, the Government Surveyor and the Mukhtar of the Wadi Hawarith Arabs;
7. that the Government may supply us with motor-driven ploughs fit for ploughing the lands of the Bassat;
8. that Government should grant us a sufficient sum of money to buy seed for winter sowing and to buy food during the winter;
9. that we may be paid the value of the houses we left on the land from which we have been evicted.

10. that a fence may be built around the Arab Cemetery which remained on the land from which we have been evicted and that we may be given free access thereto;
11. that the Agricultural loan of LP 300.- which was granted us by Government in 1931 may be written off.

If these requests are granted, we, in our capacity as representatives of the Northern Section of the Wadi Hawarith Arabs, shall be fully satisfied and we hope to live a peaceful life in the lands of the Bassat and our children after us.

Sgd. Husain Musa Srouji, Mukhtar
Ahmad Ikhrewish
Hassan Sheikh Ali
Mustafa el Attar
Sa'ad Husain Ibrahim Srouji.

22.11.33.

S C H E D U L E

---oOo---

Serial No.	Name of Reserve	Situation	Boundaries	Approx. area in dunums	Description.
191	Basset Sheikh Mohamed.	Tulkarem Sub-District within the boundaries of Wadi Hawareth	North: The boundary starts from survey point L.M.20 and proceeds north-eastward along the southern boundary of the cultivated land claimed by the Samara family through survey points L.M.20, L.M.22, L.M.23 and L.M.24, thence along the Southern boundary of sand dunes known as Zur-el-Mughbara through survey points L.M.25, L.M.26 till it meets the road leading from Khedera village to Wady Hawareth. East: The boundary proceeds along the road leading from Khedera village to Wady Hawareth through survey point L.M.27 till this road meets the foot path which bounds the swampy land from the east; thence the boundary proceeds along the foot path on the western boundary of the cultivated land claimed by the Samara family through survey points L.M.28, L.M.29, L.M.30, L.M.31, L.M.32, L.M.33, L.M.34, L.M.35, L.M.36, L.M.37 and L.M.38 at which last point the foot path meets again the road leading from Khedera village to Wady Hawareth; thence the boundary proceeds along this road on the western boundary of the cultivated lands claimed by the Tayar family through survey points L.M.39, L.M.40, L.M.41, L.M.42, L.M.43, L.M.44, L.M.45 and L.M.46 at which last point the boundary leaves the above mentioned road. South: The boundary proceeds north-westward along the eastern lands claimed by the Samara family through survey points L.M.6 and L.M.7.	1571. 500 metric dunums	No cultivated land within the boundaries of this reserve Swampy land with natural grasses growing thereon.

82
P.T.P.

PALESTINE
GOVERNMENT
STINE
RNMENT

West : The boundary proceeds north-westward along the eastern boundary of cultivated land claimed by the Semare family through survey points L.M.8, L.M.9 L.M.10, L.M.11, L.M.12, L.M.13, L.M.14, L.M.15, L.M.16, L.M.17, L.M.18, L.M.19, and L.M.20 which is the first survey point of the northern boundary.

DEPARTMENT OF LANDS, JERUSALEM

81

1. Sub-District Tulkarem 3. State Domains Ref. No. D/Tul/32
 2. Town or Village " 4. Map Reference No. _____
 5. Name of Property Wadi Hawaris Parcel No. _____ Block No. _____
 6. Situation Bassat Sheikh Mohd.
 7. Description Pasturage
 8. Category of Land _____
 9. Finance No. 6287
 10. Land Registry Deed _____ Vol 1 Fol 1 Date Dec. 328.
 11. Turkish Registration No. _____ Date _____
 12. Date of Survey _____

13. Area { 1571 Metric Donums 570 sq. metres.
1000 Donums _____ sq. metres.
 sq. pics.

14. Boundaries:—

North:— Dabbet Attar & kans Erramel-to Birket AkkaSouth:— Buildings & road TabbanEast:— dittoWest:— El Yahudi-transf. to Sheikh Ibrahim Samara.

15. Remarks:—

80

ADDITION QUESTION ARISING
OUT OF NOTE.
--- ooXoo---

1. "Then"

When was this ?

2.

The conclusion drawn by the Chief Secretary from the documents is that about 70 years ago when the Ottoman Government enacted the Registration Laws the Emir failed to comply with the laws, particularly in respect of the payment of registration fees, and the land was therefore escheated as a result of any peculiar treatment of the Emir.

*To the State... The
land was not
escheated*

3.

Were the other persons Wadi Hawareth Arabs ?

4.

- i) Who were the mortgagees in 1923. Is it possible to supply a schedule of the transferees of the mortgagees with dates?
- ii) Land Court - Where ?

5.

Was the application made after September, 1926?

(1)

79

1. Verify mostly

At a recent meeting of the Execution Council, Mr. O'Rourke, D.A.S.P. Nablus, stated that much of this area had then been cultivated by the Arabs and that the Jews had erected a hut and were sinking a well preparatory to preparing a portion of the area for oranges.

2. ? Who put the land up to auction.

This is the first time I have heard of the failure of the Emir to pay registration fees. The Land Registers was established only 70 years ago. A part of the land was purchased by Tayan by public Auction from the Ottoman Government. Tayan purchased the remainder of the land from a number of other persons.

3. Soon (after 80 years ago?)

It must have been common knowledge that the area included in the registration of Tayan was much greater than that recorded in the registers, but no survey was made until the plan was prepared, in the early part of 1929, for the purpose of the sale by the Execution Officer.

4. Confirm

In 1923 the representative of the Mortgagees applies to the Chief Execution Office for sale of the land in satisfaction of the mortgage Deed.

The/

1. Early history

At a recent meeting of the Executive Council, Mr. C. C. Smith, D. D., stated that much of this area had been cultivated by the Indians and that the land was covered with a dense growth of trees and brush. He also stated that the Indians were using a large quantity of the area for agriculture.

This is the first time I have heard of the future of the land for agricultural use. The land has been used for only 10 years and is now being purchased by the Government. It is a purchase of the land from a number of other persons.

It must have been known long ago that the area included in the region of agricultural use was much greater than that reported in the past, but no survey was made until the plan was prepared in the early part of 1933. The purpose of the sale by the Executive Council.

In 1933 the representative of the Government applied to the Chief Executive for the land.

2. Land for agriculture

3. Land for agriculture

- | | |
|---------------------------------|---|
| 8. When | The lands were purchased by the J.N. F. in April, 1929. |
| 9. to whom ? | To Tayan |
| 10. Verify | Verified. |
| 11. Complete. | 56 persons agreed to quit. |
| 12. What date | 1st of October, 1929. |
| 13. How many were there ? | The records of the Court refer to a "number of persons". |
| 14. Under what Ordinance ? | Under section 45 of the Ottoman Land Code. |
| 15. Against whom ? | Against the J.N.F. The area does not appear on the record of the case, but is stated by the Advocate of the plaintiffs to be some 5000 or 6000 dunums. |
| 16. Is this point settled yet ? | The Advocate of the plaintiff has promised to give the Government a precis of his evidence and of documents and before this is received it is difficult to reach a decision on the matter. The present indications are that it is extremely unlikely that Government has any claim as the land has been possessed and cultivated either by Tayan or by the Arabs for the last 40 or 50 years. |

Questions raised in despatch to S. of S.
re Wadi Hawareth.

" The eastern area, generally known as the Qagon lands, about 7000 dunoms in extent, as uncultivated and mostly unoccupied.

Verify mostly

The Emir, (about 80 years ago) failed to pay the registration fees to Government and sold part of the land to Anton Tayan, who also purchased a further part at public auction.

? who put the land up to auction.

? soon after 80 years ago.

It was soon observed that Tayan was cultivating more land than was registered in his name.

Confirm.

In 1923, the mortgagors applied to the District Court of Nablus for an order to strike out the registration of the mortgage on the ground that the mortgage was prescribed.

? When,

A fresh judgment was given in the favour of the heirs of the mortgagees for the principle of £.12,000.

? Still the Tayan family

Yes

The mortgagors failed to satisfy the new judgment of the appellate Court.

? Who were the mortgagees

In 1928 the P.D.C. as C.E.O. in an application of the mortgagees to enforce mortgage made an order for the sale.

Complete.

At a public auction in
April 1928 the lands were purchased by the J.N.F. for £P.41,000.

? to whom

(In 1929) - It is reported that the J.N.F. undertook to pay the difference between that price and the price of the contract of sale previously made with them.

Verify

In August 1928, The J.N.F. basing its action on the P. of G. Ordinance not yet in operation served notices to quit.

Complete

Some.....
cultivators signed agreement to quit.

? What date

The Arabs having failed to quit their lands on due date.....

The P.D. Court did not make an order of eviction against the
shepherds/

? How many were there.

shepherds.....
who had not received notices to
quit as he was not satisfied that
they were not cultivators.

under what Ordinance?

The Arab occupiers have claimed
the rights of presumption of the land
sold by order of the Court to the
J.N.F. on the ground that they were
villagers in need of land.

against whom?

Secondly the tribe have
brought an action
(regarding 6000 dunoms).

? Is this point
settled yet.

The question whether
Government should intervene in the
action regarding the exclusion
of 6000 dunoms is now under
consideration .

D/Tul/32 - 7558

18-8-33

77

Registrar of Lands,
Tulkarm.

Subject:- D/Tul/30, 31 & 32.

Reference:- Your Pet No.15/26-1139
of the 11th of August, 1933.

Please communicate with applicant
and ask him to explain what is his interest
in the said land. You will refer to me
his explanation for consideration and decision.

Your petition is returned herewith.

(M)
DIRECTOR OF LANDS.

MH/E.

TLR.16/26-1139

Director of Lands,
Jerusalem.



Registrar of Lands,
Tulkarm.

9th, Aug. 1933

Subject :- D/Tul/31, D/Tul/32 and D/Tul/30.

Attached is ^{an} application presented by, Ismail
El-Ofi of Wad El-Hawarith applying for obtaining extracts of
registration of the above mentioned State Domain properties
Will kindly peruse and instruct.

IJ/RK.

REGISTRAR OF LANDS.

How is Ismail Offel Ofi interested? is he
the owner of this?

14/8

Translate the letter

D/Tul/32-7640

30

29th October, 1930.

75

District Officer,
Tulkarem.

Subject :- Basset Sheikh
Mohamad D/Tul/32.

I enclose herewith a
copy of a letter received from
Mr. M. Eliash.

2. The extract of reg-
istration should be issued subject
to the payment of the usual fees
and stamp duty.

Sgd. J. H. Stubbs

DIRECTOR OF LANDS.

מ. עליאש, קורבדירן
M. ELIASH, ADVOCATE

מ. עליאש — מחאמי

Also at Haifa משרד בחיפה
(P. O. B. 188, TEL. 232)

M. Eliash מ. עליאש

M. Kehaty מ. קהאטי

Advocates קורבדירן מחאמון

London Correspondents:

Messrs Landman & Foy, Solicitors,
22-23, Laurence Pountney Lane,
Cannon Street, London, E.C. 4.

TELEGRAMS: ELIASH, ADVOCATE, JERUSALEM.

ירושלים, October 27th, 1930.
JERUSALEM, P. O. B. 433,
TEL. 280

74

Director of Lands,
Land Department,
Jerusalem.

Sir,

I request that I be given an extract of registration of the plot of land known as BASSAT SHEIKH MOHAMAD situated between the Land of Tyan and the land of El Samara.

This extract is required in connection with an action now pending before the Land Court of Nablus.

I have the honour to be,

Sir,

Your obedient servant,

M. Kehaty
ATTORNEY FOR TYAN.

D/Tul/32 - 2745

14th April, 1930.

73

Registrar of Lands,
Tulkarem.

Subject : Basset Sheikh
Mohamed D/Tul/32

Reference: Your letter No.
TLR/16/23-466 of the
9th April, 1930.

The extract of registration
should be issued subject to the
payment of the usual fees and stamp
duty.

(Signed) CECIL L. HORTON

DIRECTOR OF LANDS

TLR/16/23- 466

Registrar of Lands,
Tul-Karem.
9th April, 1930.

72

Director of Lands,
Jerusalem.

Subject :- Basset Sheikh Mohamed
D/Tul/32.

Reference :- Attached application.

In his attached application, Mr A. Ben-Shemesh is applying for an extract of the above State Domian land which will be produced in the case instituted in respect of the boundaries of Wad Hawarith lands.

2. Kindly peruse and instruct, please.

IJ/AS.

Spaun
REGISTRAR OF LANDS.

Jerusalem — Tel-Aviv

Jerusalem, P. O. B. 456, Tel. 638

Tel-Aviv, P. O. B. 139, Tel. 330

القدس	نلي ايب
صندوق البريد ٤٥٦	١٣٩
تلفون ٦٣٨	٢٣٠

ירושלים — תל-אביב

יְרוּשָׁלַיִם. ת. ד. 456. תל. 638.

א. בן-שמש

157-7798

תל-אביב, ת. ד. 139, תל. 330

מחברת
פולין

11/11/27

in. Prof. B
פ"ר פ"ר

فقره ۱۰۰

D/Tul/32 -2431-2432.

70

~~14th~~ April, 1930.

Sir,

I have the honour to refer to your letter of the 1st of April, 1930 regarding the plan of the Government marshes at Wadi Hawareth and to inform you that I have no objection to your obtaining a copy of the plan now in the possession of the Director, Department of Surveys.

I have the honour to be,
Sir,
Your obedient servant.

W. E. Subb

DIRECTOR OF LANDS,

Dr. M. Eliash,
Advocate,
P.O.B.433
Jerusalem.

Copy to: Director
Dept. of Surveys
Jaffa

מ. עליאש, עורך-דבן
M. ELIASH, ADVOCATE

מ. עליאש — מחامي
Also at Haifa משרד ברוסס
(P. O. B. 188, TEL. 232)

M. Eliash מ. עליאש
M. Kehaty מ. קהתי
Advocates עורכי-דין מחאמון

London Correspondents:
Messrs Landman & Foy, Solicitors,
22-23, Laurence Pountney Lane,
Cannon Street, London, E.C. 4.

Director of Lands,
Jerusalem.

TELEGRAMS: ELIASH, ADVOCATE, JERUSALEM.

ירושלים, April 1st, 1930.
JERUSALEM.
P. O. B. 433,
TEL. 280.

69

Sir,

An application was submitted sometime ago to the Survey Department at Jaffa for a copy of the map of the marshes belonging to the Government at Wade Havares.

It was stated to the Survey Department that only a copy of the said map is being kept ~~at~~ them and that the original is to be found at the Department of Lands.

It now appears that the original cannot be traced at the Department of Lands and application is therefore made for your authority to take a copy from the copy of the map kept by the Survey Department at Jaffa.

I have the honour to be,

Sir,

Your obedient servant,

J. Alshon
J. P. M. Elash

מ. עליאש, עורכי-דין
M. ELIASH, ADVOCATE

מ. עליאש — מחامي

Also at Haifa משרד בתי-דין
(P. O. B. 488, TEL. 332)

M. Eliash מ. עליאש
M. Kehaty מ. קהתי
Advocates עורכי-דין מחאמון

London Correspondents:
Messrs Landman & Foy, Solicitors,
22-23, Laurence Pountney Lane,
Cannon Street, London, E.C. 4.

ירושלים,
JERUSALEM,
P. O. B. 433,
TEL. 280

י"ב אדר ח"ב
12.3.30

68



לבכור
מוהל הקרקעות
בירושלים

א. י.

בקשר עם המשפט המתנהל לפני בית-המשפט לקרקעות בזבלוס
בין בוי סמרה ומישל טיאן ואחרים בזוגע לחלקת אדמה מאדמת "ואר
אלחוארת", הנוי מבקש בזה לחת לי העתקה מהתכנית של בצת הממשלה
בואר-אלחוארת, בהיותה נחוצה למשפט לשם קביעת מקום "דרך אלמחוארת".

בכבוד רב

ב"כ מישל טיאן

Eliash on behalf of Michel Tayan applies
for a copy of the plan of Govt. Barras in wadi Hawarith.
Same is required to fix the locality of "Detel Elmarath".

All Correspondence to be addressed
"Director of Surveys
P. O. Box 278, Jaffa"

TELEGRAMS : "SURVEYS, JAFFA."
TELEPHONE : No. 8 JAFFA.

In your reply please quote:

SUR/S/23.



SURVEY OF PALESTINE,
JAFFA.

61

25th July 1928.

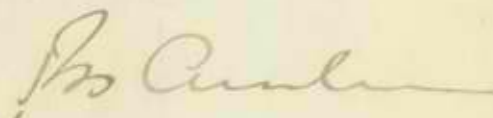
Acting Director,
Dept. of Lands,
Jerusalem.

Subject :- Wadi Hawareth.
Reference :- Your No.D/Tul/32
of 23.7.28.

Receipt of a print of Bassat Sheikh
Mohammed Survey is acknowledged with thanks.

BAD/SE

PA


DIRECTOR OF SURVEYS

D/Tul/32 - 5603

21st July 1928

66

Director of Surveys
Jaffa.

Subject :- Wadi Hawareth.
Reference :- Your letter No.
 Sur/S/23 of the
 20th of July
 1928.

I transmit herewith a copy
of the plan of Bassat Sheikh Mohamed.

RECEIVED
1928 JUL 21

ACTING DIRECTOR OF LANDS

All correspondence to be addressed

"Director of Surveys

P. O. Box 273, Jaffa."

TELEGRAMS: "SURVEYS, JAFFA."

TELEPHONE: No. 8 JAFFA.

In your reply please quote:

Sur/S/23

SURVEY OF PALESTINE,
JAFFA. 65

20th July 1928



Director,
Department of Lands,
Jerusalem.

Subject :- Wadi Hawareth.

I should be glad if you could supply me
with a copy of the survey of Bassat Sheikh Mohamed
at your earliest convenience.

BAD/ECN.

f. R. Curran
Director of Surveys.

Ans

STATIONER
1111

11. 8-21-1919
11. 8-21-1919
11. 8-21-1919

11. 8-21-1919
11. 8-21-1919
11. 8-21-1919

D/Tul/32. 4742

64
31st May 1928.

Chief Secretary.

Subject :- Wadi Hawarith Land.
Reference :- Your letter No.2403/28
dated 27th February 1928.

The matter has now been fully investigated and I am of the opinion that the Bassat Sheikh Mohamad is not included in the Kushans held by the petitioners and that the Turkish registration in the name of the Government refers to the whole of the swamp.

2. There is no objection to permission being given to the petitioners to bring an action against Government.

3. The photographic copy of the map attached to the translation of the petition and of the Tabu Extract are returned herewith.

4. I would point out that the registered letter referred to by the claimants was dated the 22nd of October 1926 and not the 26th of October 1922.

M. M. DOUBHAN,

DIRECTOR OF LANDS

MD/MG.

63

Bassat Sheikh Mohamad is a marshy pasture land in the Wadi El Hawareth in the Sub District of Tulkarem.

It is registered in the Land Registry as having an area of 1000 old and 367 new Turkish dunoms i.e. about 1300 ~~metric~~ dunoms.

The claimants allege that this Bassat formed part of a tract of land called the Wadi El Hawareth El Yahudi which was registered in the first instance in the name of Sarah Bint Salomon el Yahudi and that the Turkish Government trespassed on part of the Bassat and took 1000 dunoms as a pasture for horses.

They submitted a plan of the Bassat showing the area which they allege was taken by the Turkish Government and state that "The Turkish Government made a plan of the 1000 dunoms and called the land Bassat Sheikh Mohamad". This, of course, is not in accordance with the registration.

The original plan of which the claimants submitted a photographic copy, was found at the Tulkarem Registry by the Registrar. It is understood that the map was made at the request of the sons of Samara by a certain Mr. Kantor, stated to be an Engineer of the Nablus Municipality. There is no evidence connecting it with the Turkish Government, but in any case the map tends to prove that the area of (?) 1000 dunoms was ~~partly~~ a nominal statement as the area shown on the map is 1151 dunoms and the area claimed by the sons of Samara is ~~for~~ 418 dunoms. Government claims not merely this area, but the whole of the swamp, ~~unless~~ as shown on the map, marked "A".

The original registration appears to include the whole of the land on the Eastern boundary of the road as there is no mention of any land belonging to Samara between Bassat and the road. However, it may be necessary to admit the right of the claimants to the areas outside the red line on the map.

The Western, Northern and Southern boundaries are ambiguous. There appears to be no reference in the Aradi Ramlieh Kushan to the Northern edge of the swamp, but in any case there appears

W. H. H. 20/11/28
W. D. 20/11/28
D. H. 20/11/28

km. 20/11/28

Inspector General
Palatine Police Force
Tennessee

hl

to be no dispute about this boundary.

With regard to the Western boundary, the Southern boundary of the Aradi Ramlich land is defined as El Mefjah extending to the East and South by the Tayyan land and separating this land from land of Samara and swampy land.

This Kushan is dated 1323. The Western boundary of the swamp is therefore uncertain, but it would seem that a distinction was drawn, ~~for~~ years after the registration in the name of the Turkish Government, between the swamp and the land of Samara. The plan also shows that there is a clear demarcation between the swamp and the cultivated land and an onus of proof as the boundary appears to be with the claimants.

The Southern boundary of the swamp as claimed by Government is not disputed. I propose that we should inform the Chief Secretary that the Department is of the opinion that the swamp is not included in the Kushan and that the Turkish registration covers the whole of the swamp and ~~therefore~~, that there is no objection to permission being given for action to be brought against Government.

We should point out that the registered letter referred to by the claimants was dated 22nd of October 1926 and not 1922.

The map must be returned to the

CS

Z.P.
yes.
Pachm draft pl.
MD
30/5/28

30/5

G.P.P. 192-350,000-11-1.36-34/2.

PALESTINE GOVERNMENT ECONOMY.	<u>FASTEN</u>	Envelope by gumming this Label across Flap.
	<u>OPEN</u>	By Cutting Label Instead of tearing Envelope.

2403/28

SECRETARIAT,
GOVERNMENT OFFICES
JERUSALEM

23rd
May, 1928.

3rd Reminder

H157

The Chief Secretary presents his compliments
to Director, Department of Lands
and desires to be informed whether a reply may now
be made to his communication No. 2403/28
of the 27th of February 1928 ,
on the subject of Wadi Hawarith Land
.....



TLR/16/23 -330

Registrar of Lands,
Tul-Karm.
14th May 1928.

Director of Lands,
Jerusalem.

Subject :- Claim of Mahmoud and Aref
Sons of Abdulla Samara
D/TUL/32.

Reference :- Your's D/TUL/32 of 1/5/28.

Basset Eshoikh Mohamed is a grazing ground, situated at Wad El-Hawareth El-Gharbi Eshmali, measuring 1000 Donums and registered in the name of the Ottoman Treasury under No. 1 of Kanoun Awwal, 1328, Daimi and bounded as follows:

- N: Dabbet El-Attar and Sandy Dunes stretching out to Birket Ata.
- S: Land of Tayyan and Road leading to Meenet Abu Zaboura.
- E: Land of Tayyan and Road.
- W: Land of Jew sold to Shiekh Ibraheem Samara and Brothers.

2. As far as I remember, the attached map was found in the office while I was searching among the old Turkish documents to find out the map belonging to the swampy land referred to in para 1 above.

3. I am informed that the said map was made, at the request of the sons of Samara, by certain Mr. E. Cantaur, who is said to have been acting during the Turkish Regime as Engineer of Nablus Municipality.

4. No map, whatever, for the said State Domain is traceable among its attached Awrak Musbata, nor in the Werko Office.

5. Mudir El-Mal of Tul-Karem stated in his attached reply that he knows nothing about the map referred to in para 2 above, and that he is in possession of the records relating to the lease of the Government Swampy since 1919 only.

6. The said Swampy land used to be leased, in accordance with the particulars mentioned in the Turkish Kushans, to the tenants stated in the attached list.

7. The land situated on the Northern and Western boundaries of Basset Sheikh Mohamed is registered, in whole, under No. 41 of Tashreen Awwal, 1324, and number 67 of Kanoun Awwal, 1325, in the names of Shiekh Ibraheem, Mohamed Aly, Mahmoud and Aref sons of Haj Abdulla Samara, with an area of 250 Donums and bounded as follows:

/Ard El-

PALESTINE
GOVERNMENT

N: Ard Enfaiaat.

S: El-Mafjar extending to the East and South up to Tayyan land and seperating this land from land of Samara and Swampy land of the State.

E: Maharat Road and land of Tayyan.

W: Sea.

8. An extract from my register, showing the original and successive registrations of El-Samara land, Tayyan lands and Swampy Government land, is submitted herewith, from which it appears that the land of El-Samara was originally registered in the name of the first Tabo registered owner by Hak El-Karar.

9. The said land of Samara, referred to in para 6 above, was owned by Samara by way of purchase from the sellers, Ghazal Hirsh, Iliyya, Yousef and Yashoua sons of Israil and Saleem son of Israil Hirsh.

10. The Land of Samara, shown on the attached sketch map, measuring 7178 Donums and Awlad Essamara alledge that the excess in area between the Tabo registered area and that mentioned on the plan comes within the original registered boundaries.

11. The category of the land of Samara is as follows.

(A) Sandy Dunes (uncultivable):- This part of land is situated on the Northern boundary of Basset Sheikh Mohamed and referred to with letter D on the map.

(B) Forst:- Natural plantations-such as Kharroub, Serrees, Tayyoun, Matanan, and Sowwaid-are growing in this part of sandy land, which is situated on the Western side of the land of the sons of Samara and is referred to with letter F on the plan.

(C) Cultivated Land :- The Southern and Western parts of the land of Samara are cultivated since a long time, i.e since the date of purchase, and are shown with letters G, C and C/1 on the map.

12. The four plots, situated on the Eastern boundary of Basset Sheikh Mohamed, referred to with letters A, A/1, A/2 and A/3 on the sketch map, found to be cultivated by children of Samara since more than ten years.

13. Whereas the Eastern boundary of Basset Sheikh Mohd. is bounded by Road and Land of Tayyan, threfore, these plots appear to have been revived from the swampy Government lands.

14. Mudir El-Mal of Tul-Karem stated in his attached reply that he has no record showing the amount of taxes paid by Awlad Samara and El-Tayyan for each of their lands seperately.

15. The land of Tayyan, referred to with letter E on the plan, is entered in the Tabo under No.12 of Neesan(April) 1296 as measuring 2000 Donums and bounded, in accrodance with the Kushan, as follows:

N: Wad El-Mafjar, Land of Tayyan and Land of Bustami

S: Land of Im Khaled village.

E: Wad El-Mafjar, Land of Tayyan and land of Bustami.

W: Sea.

PALESTINE
GOVERNMENT

16. The whole of the land, referred to in para 14 above, is cultivated by the Tabo registered owners since the date of registration.

17. The plot measuring about 30 Donums and 139 Pica., situated on the Southern boundary of Basset Sheikh Mohamed, referred to with letter G on the map, is uncultivated, as its owners state, since the beginning of the War. They also stated that it is a part of Tayyan land situated on the Southern boundary of swampy land.

18. The land of Tayyan, situated on the Eastern boundary, of Basset Sheikh Mohamed, is registered in the Tabo under No. 23 of Huzairan, 1299, and number 40 of Tashreen Thani 1299, and No. 92 Vol. 22 of year 1286 (Hjria). This land is separated from the swampy land by the road of Infaiaat.

19. I beg to submit herewith the old documents relating to Basset Sheikh Mohamed, extracts of registrations showing the successive registrations of Samara lands, Tayyan lands and Basset Sheikh Mohamed, two maps relating to Basset Sheikh Mohamed and the reply of Mudeer El-Mal, Tul-Karem, in connection with the said lands for your perusal, please.

IJ/MAG


REGISTRAR OF LANDS

PALESTINE

• GOVERNMENT





كشور حارثية التخممة الوانغ دار الحرات سنة ١٩٩٩ لغاية ١٩٩٦

اسم المستاجر	عدد	مقدار	مقدار
اسيل النجبة	٩١٩	٤٤	٧٥٠
حامد رستم	٩٢٠	٧٠	...
اسيل النجبة	٩٢١	١٠٥	...
اسيل النجبة	٩٢٢	٦٧	...
افندي السروجي ورفقاء	٩٢٣	٢٠	...
العباد السليبي	٩٢٤	٢٠	...
العباد السليبي ورفقاء	٩٢٥	٢٧	...
العباد السليبي ورفقاء	٩٢٦	٢٩	...
لم يوجر حارثية التخممة الوانغ	٩٢٧	...	...



2



۱۵ - ورقه های دو کاتبه

چند اورد به خدمت

مبلغ مذکور بابت و قرضه علیه سند شمره دور ۹۱ و زیاده ۱۰۰ تا ریخ و یوز یتیم نوزد او نامه عالی
مبلغ مذکور به بومند بنفذه استرا دقتند - ۱۰۰ تا
تا سپید بومند
بابت

حاجت به عمل است نه اوله روه عرض لازم است ۱۰۰ حایزه ۱۰۰

بسم الله الرحمن الرحیم
(بسم الله الرحمن الرحیم)

سند دور ۱۰۰ حایزه ۱۰۰
۱۰۰ حایزه

حاجت به خدمت

١٧٦

ارحمه رحمة تيمم محمد هودك

تعدو للمسلم
والمسلم للمسلم
بنة العطاء بوبنة عطا

سما

اراضه اليهودي

عربا

ارحمه ابناء اليهود وبنو طلبة الدنيا

هنا

ارحمه ابناء والطوبى

شرق

مقدار دونه يمينه

الحمد لله رب العالمين

اه حذر انفسه



ارحمه رجة الدالية

سماء ارض عتيق وفاصله الطرية كوارحه الياء وارحمه قافوس
 غراب ارحمه الياء وحده الحذقة الذرة نيسة اسفانة بواجرة القوم بيوه المتطرفة
 قبله ارحمه الياء وفاصله حذقة به نقطة الجوبة الواضحة على الفاصلة العجي الحذقة
 الطرية الموصل الحذقة النبي محمد والطرية المذكورة
 سرقا حذوق رجة سارة النبي حذوق ~~الشيء~~
 بقدره ونعم فيه

الحمد لله رب العالمين

الحمد لله رب العالمين



ارصه رصة سداه التي صدح

مقدار دونه عينة

١٠٠

طرية على ر السقي

شمال

صدور رصة الدابة

غرباً

ارصه النباه رصده الحنفه وارصه قافونه وارصه النويه

قبلة

توالويه وارصه قافونه المحاذين النويه لجهة القبلة

شفا

١٥ حذران

تأليفه الكاهن



رقت بنو ساسان
١٤٥٠
١٤٦٥

سنة ١٨٤٢
١٨٤٢

ارعه دار الحرات الفخري الشاهي المحدث
تقاضي المرات داره النباهه ستم ارعه انقيسات
عزبا ابهر جوب المغي تيمه لحيه الشرف الى القبل
لحه ارعه النباهه الفاعله بينه وبينه ارعه ابراهيم ورجه
الردل مع حبه الشرف $\frac{100}{100}$

بناء على التدار المعوضه مد طمحه مجدي ارايح امضا المقصد يمينه لعدوه العجزه لوجي تحديه ارعه لجه اتيخ محمد الوقفه عزمه ارعه دار الحرات الشرا
التمام العائده لحيه العدي وقران حدودها مع حدود ارعه ساره بنت سلمه ابراهيم توفى مدو صفة لأرضاً فقه اجنيا تحديه يهوده
العائده لحيه العدي بموجب راجور وقران لفتح حدود ارعه ابراهيم فاصلة امهات المعده مع بعض جوانات امهات الشهنيمه
حدود ارعه ساره المذكوره المفتوحه صاريه بمجود ابراهيم لوزعه ساره وهي شرقا طريقه المرات داره النباهه تداره انقيسات
عزبا ابهر جوب المغي تيمه لحيه الشرف الى القبل لحه ارعه النباهه الفاعله بينه وبينه ارعه ابراهيم ورجه امدوله مع حبه الشرف
فأجاب محرمه صمدته لندك صاريه صمدته بموجب لوزعه ساره وقران يبعد بموجب ا ه عنيانه ع

عصمته لاج
صفت



عصمته صمدته
لوزعه ساره



عصمته صمدته



بعضی حضرت علامه بنیامین انصاری

بعضی قضای دادی هم داشته که سلفه سینه نامه تقوییه او نه جایز کالو رسو اولاد در بنو النعمه به غرضه بالغ اولیفته اند
سلفه اوقیانجه ایاد و صرف و ولید معاد قیاسه اجزا اولیفته اند و در حاله یورلی باشد و در فیه حظه نه اولیفته

۱۵ هزاران
مصدق و معارضه

مصدق (م)

سلفه ایجاب با قضاوت اول امر در وجه تقوییه می باشد از قضای حواله یورلی باشد و فیه ۱۵ هزاران
مصدق ایجاب

آبجو منکر ره بیاید او نه در بنو النعمه به غرضه علم اصول ایاد و صرف معادله اجزا خفته مالیه حواله یورلی
ایچه آبجو منکر ره تقوییه و اخلاقی ۱۵ هزاران

بعضی حاکم
بعضی حاکم
بعضی حاکم

بعضی حاکم
بعضی حاکم
بعضی حاکم

بعضی حاکم
بعضی حاکم
بعضی حاکم

بعضی حاکم
بعضی حاکم
بعضی حاکم

بعضی حاکم
بعضی حاکم
بعضی حاکم

بعضی حاکم
بعضی حاکم
بعضی حاکم

بعضی حاکم
بعضی حاکم
بعضی حاکم

ایاد و صرف و ولید معاد قیاسه اجزا اولیفته اند و در حاله یورلی باشد و در فیه حظه نه اولیفته
۱۵ هزاران

بعضی حاکم
بعضی حاکم
بعضی حاکم

بعضی حاکم



بناءً على التقدير المذكور فلو لم يجر اراءت امضا المقتضى تعيينه هذا هو الوجه الذي ارجى الفقيه والتفويض على ارضه البصا
 العائنه كبريت السند والوقه ضمن ارضه وادركت من ملكات قضا بضع وعشر ثمنها بمقتضى صاحب السداد رضا
 بت قاسمهم اركاناً صربية فقه عطا ولها ارجى الفقيه والتفويض والوقوف على محذور المختلف في وجهه ان ارضه بصره
 الشيخ محمد المحموده شهد ربه العطار والنفس الراس المصفيه الابركه عطا وخدا ارضه ابيهورس وجنوباً ارضه ثمانية دنيا
 طبعه بينه ابو زابوره وشرقاً ارضه ثمانية والارضيه والثانية ارضه بصره ارضه وعدوها شمالاً ارضه عسل والارضيه
 العلم وكبريت الشرق ارضه ثمانية وارضه ققونه وخدا ارضه ثمانية وعدوها اختلفه الذي بقية اسماطه بصره
 القوسيه المشغل لرضه افرايه وجنوباً ارضه ثمانية وفاصله خذفه من القوسيه الجنوبيه الوقفه عم النهر الفراء الى
 نقطة ارضيه الموصوله الى غربت الشيخ محمد والارضيه المذكور وشرقاً حدود بصره سدرات الشيخ مهلاص والثالثة
 ارضه بصره سدرات الشيخ مهلاص شمالاً طبعه عم وارضه السقي وخدا حدود بصره ارضه وجنوباً ارضه ثمانية
 وعدوها اختلفه وارضه ققونه وارضه ثمانية وشرقاً على النهر وارضه ققونه المحاذيه لبق النهر كبريت القبة داره لقلاده
 السدات بساتن كقعه انهم من منق تزيه عشرين سنة لهم من ارضه السكار ارضه ثمانية وارضه لارضه للزراعه

عصا قوسيه
 سكر
 سكر
 سكر

عصا قوسيه
 سكر
 سكر
 سكر

عصا قوسيه
 سكر
 سكر
 سكر

عصا قوسيه
 سكر
 سكر
 سكر

عصا قوسيه
 سكر
 سكر
 سكر

عصا قوسيه
 سكر
 سكر
 سكر

طرا كينته

به صیغه فاعله تابعی دارای الموات از جنسیت دارای شرفینده کاتبه ایکنه اود در عملی بینه کاتبه و بونه
 کوه در عملی بینه سده شایع صلاح دارای شایع غریبه به در عملی بینه شی محمد نام ادرج جابر کاه باده
 سده بی بنجاده سده نزد جن عکله یک خند نفی و استغاده بولخص داد بابه مذکور جابر یک حدود
 اربه سده هادی ادرج نقطه بینه بینه جن عکله نامه ارجاب اید ادرج نقطه سده خافانیک اعطاه
 جسم عا جراته محول عا فزده اراکاه جریه سده فاعلم غنوه ضایه اقه سده اده فزایع نایع
 نفیرنده سده اینه بر سده یک خند سانه هر ده جسم اعطاه عا ابریم و طایر طانی عا ابریم
 اقتدایه لکجه بولکه ارباب خبره و سوزده طویده شی اوسه لیس وین فزده سده المعوضه و فاعله
 فزده لی سوز بولکته و بون سفا الزیاده نام کانه مرکب بر کتب انتخاب اولنده اعطام فاعله اید
 سانه اید ادرج نقطه جابر کاه ... ارضه بینه اید ... سانه ارضه شی و فاعله طریقه و لکجه ارضه
 کانه و فاعله غریبه و فاعله نقطه جنیه و فاعله شی محمد فزده موص طریقه فاعله و فاعله بینه سانه
 البی صلاح و ارضه کانه بر محدود و الخیسه ... بینه سده شایع صلاح و سانه طریقه علم و فاعله و فاعله
 حدود بینه کاتبه و فاعله ارضه کانه و حدود الحد و ارضه فاعله و ارضه سوز و سفا شی لکجه و فاعله
 فزده سانه موص ارضه فاعله بر محدود و ارضه بینه شی محمد و سانه بینه لکجه و فاعله موص نفی
 ارضه و فاعله ارضه کانه و فاعله طریقه مفا اید اید و سفا ارضه کانه و ارضه اید
 محدود که جفا ادرج عدد جابر کاه سده سده بنجاده سده نزد جن عکله یک خند نفی و استغاده
 اید یک فاعله مذکور و عورنده و بر سده اولنده اید یک سده جانه و فاعله اید باده فاعله
 اکتیسه اولنده بینه ارضه مذکور صاحب و بولکته سانه فاعله لکجه اید مذکور سده جانی
 و فاعله عکله و فاعله نفی حدیه ارضه و ارضه اید سده سوهاده جن عکله و سانه اید
 جابر برده ک فاعله و فاعله بون اولنده سده فزده ک فاعله اولنده عا اید سوله جن عکله نامه ادرج نقطه
 سده خافانیک اعطاه سده طایر کاتبه سده شی محمد ابریم فاعله ابریم فاعله



56

لله امره معاذة فليكن هذا ايقاعا من فاني نود بجمع ما في
 ١٦٠٠٠٠



١٦٠٠٠٠
 ١٦٠٠٠٠
 ١٦٠٠٠٠
 ١٦٠٠٠٠

منه نور ورحمة الله تعالى ونور الله تعالى
 من نور الله تعالى



١٦٠٠٠٠
 ١٦٠٠٠٠

١٦٠٠٠٠
 ١٦٠٠٠٠
 ١٦٠٠٠٠
 ١٦٠٠٠٠

PALESTINE
 GOVERNMENT

GEN 5.

ON HIS MAJESTY'S SERVICE.

G.P.P. 100-300,000-11-1-36-34/8.

PALESTINE GOVERNMENT	<u>FASTEN</u>	Envelope by gumming this Label across Envelope
ECONOMY.	<u>OPEN</u>	By Cutting Label of tearing Envelope.

PALESTINE
GOVERNMENT

D/Tul/32. — 4068

U R G E N T

54

PER REGISTERED POST

1st May, 1928.

Registrar of Lands,
Tulkarem.

*See Plan I in
Plan packet
h.c.a.*

Subject :- Claim of Mahmud and Aref sons
of Haj Abdallah Samara-D/Tul/32.

I enclose a map relating to the
land in dispute and shall be glad to have a report
on the following points :-

1. Is this map the official map which was
kept with the Finance Dept. or there is another map
~~kept in the Malia~~ relating to this State Domain on
which the Malia officers in the Turkish Regime
have acted.

2. The enclosed map bears a stamp which
is endorsed as follows :-
"29 May 1330 - Muhandis E. Cantor".
Have you or the Finance Officer any knowledge as
to who is Mr. Cantor. Did he hold any official
position in the time of the predecessor Government ?

3. I gather that the Northern part of the
map contains two inscriptions :-

(a) "Ard Ramlieh"

(b) "Ibrahim Eff. Samara & brothers".

Have you or the Inspector of Agriculture any knowledge
as to the nature of the land which is described under
(a) as "Ard Ramlieh" ? Is it cultivated land or waste
sandy land ? Has Samara a kushan to this land and what
is the authority for marking it as per (b) ?

4. I gather that the Southern part of the map
is marked "Ard Tayan". Have you or the Agricultural
Inspector any information as to the nature of this land ?
Is it cultivated land ? Has Tayan a kushan to it ?
What is the date of his registration ? On what is Tayan
basing his claim to the 30 donums 139 sq. pica delimited
on the map ? Is the Government Swamp shown as boundary
in his kushan ?

/ 5. The claimants.....

PALESTINE
GOVERNMENT

5. The claimants have submitted a kushan No.41 of Tishrin Awal 1324 Daimi for 4 shares out of 5 in 250 donums of Tarla land, and a second kushan No.67 of Kanun Awal 1325 with regard to 1 share out of 5 in the same land. Please let me know whether there are any other registrations in the name of claimants or in the name of other persons relating to the same land. By what do the claimants justify their claim to 6178 donums since the above registration is only for 250 donums. Was the grant to the predecessors of Samara by Bedl Misl or by Haq el Qarar ? Please send me an extract from your Register showing the original and consecutive registrations.

6. Ask please the Finance Officer whether he is in possession of the records relating to the lease of the Government Swamp since the year 1328. Who were the tenants ? Give names, please.

7. What is the area of land for which the claimants (heirs of Samara) and Tayan are paying Werko ?

Please return the enclosed map and forward your report and documents without delay.

WILLIAM DOUGLASS

DIRECTOR OF LANDS

MD/IKB.

**PALESTINE
GOVERNMENT**

D/1ul/32-4035

53

28th. April 1928

Chief Secretary.

Subject :- Wadi Hawarith Land

Reference :- Your letter No. 408/28
of 22nd. February 1928.

The claim submitted by Abdullah Ibrahim Samara and others is being investigated. I hope to be in position to submit a report in the course of the next fourteen days.

CLH/NN

JHS
DIRECTOR OF LANDS

THE PALESTINE
GOVERNMENT

✓ 2403/28.

SECRETARIAT,
GOVERNMENT OFFICES,
JERUSALEM.

52

23 APR 1928

24th

April, 1928.

3993

2nd Reminder

The Chief Secretary presents his compliments
to
the Director, Department of Lands,
and desires to be informed whether a reply may now
be made to his communication No. as above
of the 22nd of February 1928 ,
on the subject of Wadi Hawarith Land.

643

NE PALESTIN
IENT GOVERNME

Mr. Donkhan

51

Sir,

The date of the petition submitted by Abdul Saman mentioned in para 2 should read 22nd Oct. 1926 + not 1922.

(petition ticked).

The Registrar of Land, it appears was requested to notify petitioners that no application could be granted and apparently no action was taken by Registrar, hence the complaint made.

KYA.

10/4/28

LESTINE
VERNMENT

PALESTI
GOVERN

SECRETARIAT,
GOVERNMENT OFFICES,
JERUSALEM.

No. 2403/28.

Reference to previous correspondence:

No.



27th February, 1928.

Abdullah
meb

The Chief Secretary presents his compliments to the Director,

Department of Lands,

and has the honour to enclose the undermentioned documents for ~~XXXXXXXX~~ observations and ~~XXXXXXXX~~ return.

*Original enclo-
sure*

Subject: Wadi Hawarith Land.

10681-10000-30.8.27-(3.P.)

Date	Description
3.2.28. <i>L</i>	Petition by Abdullah Ibrahim Samara and others with original enclosures.

C

PA
GOV
PALESTINE
GOVERNMENT

His Excellency
The High Commissioner,
Thro' President District Court,
Nablus.

50 a

Petitioners Mahmud and Aref sons of Haj Abdullah Samara, Abdullah Ibn Sheikh Ibrahim Haj Abdullah Samara on his own behalf and on behalf of the other heirs of his father; and Samara Ibn Muhammad Ali Haj Abdullah Samara on his own behalf and on behalf of the other heirs of his father - all of Zinabeh village, Tulkarem Sub-District.

In the lands of Wadi Al Hawareth, Tulkarem Sub-District, there is a large tract of land called "Wadi al Hawareth Al Yahoudi" which was registered in the first instance in the name of Sara bint Salomon Al Yahoudi. The Turkish Government trespassed on a piece of this land covering an area of 1000 dunums and registered it in its name. Upon the death of the said Sara, the owner, we bought the land from her heirs by virtue of title deed, copy of which is enclosed. The Turkish Government made a plan of the 1000 dunums and called the land "Basat Sheikh Muhammad". This plan is kept in the Land Registry, Tulkarem, and we attach a photographic copy thereof.

We have cultivated this land since the completion of the sale and paid all rates and taxes in respect thereof. But owing to the fact that this land was near the battlefield, that part of it which is near "Basat Sheikh Muhammad" was not cultivated. In 1921 we applied to the District Officer, Tulkarem, for permission to cultivate our lands. Mr. Reading, then District Officer, accompanied by his adviser, the Registrar of Lands and the Mudir Al Mal, inspected the land in question, but nevertheless no permission was given to us to cultivate the land. We have repeatedly asked for the issue of such permission and in consequence, Yousef Bey Thabet, Inspector of Lands, Ibrahim Eff. Khamash, Surveyor of the Land Registry, Nablus, proceeded to the land and made a survey thereof. Shortly afterwards we submitted a registered letter dated the 22nd of October, 1922, asking that our rights in the land be restored to us, but until now no decision has been taken on the matter.

to the Dir. of Lands

We therefore request that either our rights in the land in question be restored to us or that we may be permitted to bring an action against the Government before the Courts.

31st January, 1928.

(Sgd.) Abdullah Ibrahim Samara.
Samara Muhd. Ali Samara.
Aref. Abdullah Samara.
Mahmoud Abdullah Samara.

No. 50.

Submitted to His Honour the
Chief Secretary.

3.2.28. C.C., District Court, Nablus.

D/Tul/32 -524

20th January 1928

District Officer,
Tulkarem

Subject:- Basset Sheikh Mohamed
Reference:- Your letter No.T/299/27
of 16.1.28

Herewith copy of plan as
requested.

(sgd) M. C. B.
DIRECTOR OF LANDS

KLH.

PALESTINE
GOVERNMENT

GOVERN

1/11/52 - 1/11/52

January 1952

Director General
Ministry of Education

Subject: - Please refer to the
Reference: - Your letter No. 1/1/52
of 12.1.52

Enclosed copy of the

report.

THIRTY-THREE

NO.T/299/27.

Director of Lands
Jerusalem.

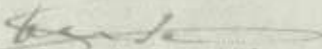


48
District Offices
Tul Karem.
16th, January, 1928.

Subject :- Basset Shiekh Mohamed
D/Tul/32.

Will you be kind enough to send a
copy of the map of the above, as the one I had; I handed
over to the S/Inspector of Agric for Official use.

KHA/HSH.


District Officer
Tul Karem.

10/10/57.

Minister of Defense
Jerusalem.

Subject: - Request for information
10/10/57.

Will you please send me a
copy of the report of the investigation of the
accident at the Ministry of Defense.

D/Tul/32 - 300-301

13th January 1928

Inspector of Agriculture
Haifa.

Subject:- Bassett Sheikh Mohamed.
D/Tul/32.

Reference:- Director of Agriculture's
letter No. AG/212/35 of 17.10.27

Referring to my telephone conversation with Mohamed Ragheb Bey I do not think that any useful purpose can be served by sending Yusef Eff. Thabet to Tulkarem to hand over the area but I am enclosing a copy of the old Turkish plan and a blue print/for your retention, which shows the area owned by Government bounded in red, all of which should be taken over by you.

2. Your surveyor will, no doubt, be able to locate the boundaries on the ground when marks should be put in and a fence provided.

3. The area to be demarcated as State Domain must be the whole of the marshy area not only 1,000 dounoms as suggested by those who dispute the boundary.

4. The disputed boundary you refer to is, apparently, that shown by the dotted line but this claim is not admitted by Government.

5. The District Officer and Registrar will give any assistance possible.

(sgd) M. C. Bennett.

DIRECTOR OF LANDS

Copy to:- District Officer,
Tulkarem.

NCB/KLH.

January 1948

Director of Agriculture
Jerusalem

Subject: - Transfer of land
Reference: - Division of Agriculture
Letter No. 100000 of 17.10.47

Reference is made to the letter of the 17th October 1947, in which you requested the transfer of the land in question to the Jewish National Fund. The land in question is situated in the area of the old Jewish cemetery and is of considerable importance for the Jewish community. It is therefore proposed that the land should be transferred to the Jewish National Fund.

2. Your committee will, no doubt, be able to locate the boundaries on the ground and should be able to do so by the 1st of December.

3. The area to be transferred is about 100 dunams in size and is situated in the area of the old Jewish cemetery. It is therefore proposed that the land should be transferred to the Jewish National Fund.

4. The detailed boundary plan will be submitted to the committee by the 1st of December. It is therefore proposed that the land should be transferred to the Jewish National Fund.

5. The transfer of the land will give the Jewish National Fund a valuable asset and will be of great benefit to the Jewish community.

Director of Agriculture

Copy sent - Director of Agriculture
Jerusalem

PALESTINE
GOVERNMENT

46
D/Tul/32 - 285

11 January, 1928

District Officer,
Tulkarem

Subject:- Basset Sheikh Mohamed
D/Tul/32

Reference:- Your D/Tul/32 of 19.8.26
and my letter of
23.8.26

It seems that the two copies
of the agreement for the year 1925-26
were not sent to you and I am therefore
forwarding them now for your retention.

(Sgd) M. P. B.

DIRECTOR OF LANDS

MCB/KLH.

**PALESTINE
GOVERNMENT**

1948/12/28

January, 1949

Director General,
Tribunal

Subject:- Hassan Shakh Muhammad
1948/12/28
Reference:- Your 1948/12/28 of 19.8.48
and my letter of
22.8.48

It seems that the 4 copies
of the agreement for the year 1948-49
were not sent to you and I am therefore
forwarding them now for your retention.

BY ORDER OF THE

SECRETARY

D/Tul/32 -5079

25th October, 1927

Director,
Department of Agriculture.

Subject : Bassa Sheikh Mohamed.

Reference: Your Ag/212/35 of 17.10.27.

I am prepared to allot forthwith to your Department the State Domain site Bassa Sheikh Mohamed, D/Tul/32. The lease of this property expired on the 17th of October. The District Officer has been requested to hand the property over to you. A copy of my letter to the District Officer is enclosed.

2. With regard to the allotment of a hilly site and an area of sand dunes, I would suggest that you should arrange for a representative of your Department to prepare, after consultation with the District Officer Tulkarem a list of suitable properties.

(Signed) CLH
DIRECTOR OF LANDS

CLH/RP.

Cyphers
D. L. H.
for H. H. H.
25/10

PALESTINE
GOVERNMENT



D/Tul/32 - 5078

25 October, 1927

HL

District Officer,
Tulkarem.

Subject:- Lease of D/Tul/32.

The lease of the above mentioned property expired on the 17th of October.

2. It is not proposed to renew the lease of this property which should be handed over to Director, Department of Agriculture, forthwith.

(RECEIVED) DIRECTOR OF LANDS

DIRECTOR OF LANDS

CLH/R^k.

ESTINE
ERNMENT

PALEST
GOVERN

XXXXXX

XXXXX Jerusalem.

17. October, 1927.

In reply please quote
No. Ag./ 212/35.

Telephone: — No. 34 Haifa.

Subject: Bassa Sheikh Mohamed.

Director of Lands, —
JERUSALEM.



It is understood that the Bassa Sheikh Mohamed, situated north west of Tulkarem town, 1600 dunams in extent, is Government property and is leased at a sum of from £.30 to £.40 per annum, the current year's lease expiring on the 14th. October, 1927. This property would be extremely useful in connection with the proposed Arab Agricultural School at Tulkarem, for demonstration purposes in afforestation and agriculture, and I am directed to enquire whether it may be allotted to this Department immediately.

2. I am also to enquire whether an area of hilly land belonging to government could be found in the vicinity of Tulkarem town and an area of sand dunes along the sea coast in the neighbourhood of Tulkarem, for a similar purpose in connection with the Agricultural School.

3. If three typical areas of the kinds referred to could be put at our disposal as adjuncts to the Agricultural School, it would be possible to arrange practical courses in silviculture including the formation and tending of different types of woods of suitable timber varieties.

DR/

3 *[Signature]*
DIRECTOR OF AGRICULTURE
AND FORESTS.

Copy to:-

Inspector of Agriculture & Forests, Haifa.

ESTINE
RNMMENT

PA
GOV

DEPARTMENT OF LANDS
P. O. B. 356
JERUSALEM.

27th July 1927

State Domain Reference

No. D/Tul/32.....

42

District Officer.....

Tulkarem.....

Subject:- State Domains - D/Tul/32

It is noted that the sum of £10,500 m/ms being the amount of instalment due on or before the 30th of June 1927 in respect of the above mentioned property has not yet been paid.

2. Kindly arrange to have this amount collected as soon as possible and notify me when this is done, showing the amount collected on your Monthly Revenue Return F.32a.

3. Please note that tenants should not be allowed to get into arrear and that they must strictly adhere to the terms of the agreement.

JH/3

H. A. S.
DIRECTOR OF LANDS.

PALESTINE
GOVERNMENT
PALESTINE
GOVERNMENT

241
D/Tul/32.

10th December 1926.

District Officer
Tulkarem.

Subject :- State Domains-Tulkarem.
Reference :- Your D/Tul/32 of 6.12.26.

I am enclosing herewith two
copies of agreement of lease in the
names of Suleiman El Waisi and El
Abd El Isa for the above property
duly signed by the Director of Lands.

2. Kindly hand the stamped copy to
the tenants for their retention.

(Sgd.) J. N. Stubbs

DIRECTOR OF LANDS

IKB/.

PALESTINE
GOVERNMENT

PAL
GOVERN

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this Fifteenth day of October one thousand nine hundred and twenty six between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Suliman El Weisi & El Abd El Isaf Wad el Hawareth El Shamali, his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Ard Basset El Sheikh Mohd. in the Land of Wad El Hawareth of Tul Karm in the Sub-District of Tul Karm, and Northern District extending to an area of 1000 dunoms One Thousand dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of Tul Karm Vol. 1 Folio 1 dated 1st Dec. 1325 for the period of One year from the fifteenth day of October 1926 to the forteenth day of October 1927 (determinable nevertheless as hereinafter mentioned) at a rent of Thirty nine Pounds Eg. payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out.

2. ~~To pay in addition to the Tithe of 12 1/2 % a rent on one-tenth of the produce of the said land on the assessed value thereof and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the tithe of 12 1/2 %, a yearly rent of Thirty nine Pounds Egyptian (L.E. 39.000 m/ms.) payable in two instalments instalments on or before the 1st November 1926 and the second on 31st May 1926 day of each of the months of in every year, the first of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of twenty piastres per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE D/Tul/32

Handwritten signature
10/12/26

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

(a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord
in the presence of

M. Shinar
DIRECTOR OF LANDS
H. B. Dege
Land Dept.

Signed by the Tenant
in the presence of



PALESTINE
GOVERNMENT

No:-D/Tul/32.

District Offices,
Tul Karm.
Sub - District.
6th, December, 1926.

Director of Lands,
P. O. B. 356,
Jerusalem.

39

Subject:- Leasing of State Domains - Tul Karm
----- D/Tul/32.



Herewith agreement in triplicate, passed
for favour of signature by His Excellency the High
Commissioner.

EL/.

[Handwritten signature]

[Handwritten signature]
District Officer,
Tul Karm.

**ESTINE
NMENT**

**PALESTINE
GOVERNMENT**

D/Tul/60

28

5th November 1926

District Officer,
Tulkarem.

Subject:- State Domains - Tulkarem
Reference:- Your D/Tul/60 dated
30.1.26.

-- I am now returning herewith your
file P.V.178, dealing with Basset Sheikh
Mohamed, D/Tul/32, forwarded under cover
of your T/200/1/60 of 12.12.24 and ack-
nowledged in my letter of even number dated
15.12.24.

--- 2. I am also returning your file
TC/170 enclosed with your above quoted
letter.

M. C. B.

DIRECTOR OF LANDS

Copy to:- D/Tul/32. ✓

KLH.

D/Tul/32.

37
17th November 1926

District Officer,
Tulkarem

Subject:- Basset Sheikh Mohamed. - D/Tul/32.

I am enclosing two copies of the plan, coloured red, of the above showing the Government property which was leased until 15th October 1926 and I shall be obliged if you will, if you have not already done so, take steps to lease it again by auction for one year.

2. You should notify any adjacent Jewish Colonies or others who may be likely to be interested in this land.

3. A copy of the plan should be attached to the agreement which will eventually be held by the tenant.

(Sgd) *McBennett*
DIRECTOR OF LANDS

MCB/KLH.

14th November, 1926.

Registrar of Lands,
Tulkarem.

Subject:- State Domain Tulkarem -
D/Tul/32.

Following the inspection by Messrs.
Doukhan and Bennett of the above State Domain -
an application has been submitted to this office
by Ibrahim Abdalla Samari of Tulkarem on behalf
of himself and his brothers.

2. I shall be glad if you will inform the
applicant that his application has been considered
but it is regretted it cannot be granted. The
area to be demarcated as State Domain must be the
whole marshy area and not only 1000 dunoms as
applicant suggests.

3. The land will be put up for a lease by
public auction.

DIRECTOR OF LANDS.

MD/RP.

Director of Lands.

I Ibrahim Ben El Haj Abdallah Samara on behalf of my brothers, Muhammed Ali, Mahmoud and Aref, from Tulhareem have the honour to lay before you the question of demarcating our lands in Bassat El Sheikh Muhammad situated in Wadi El Hawareth.

This case has been under consideration for eight years to settle up with the Government and that we may receive the proceeds of it, but has not been settled up yet. and this was due to a trifling matter (viz) "The demarkation of this land" This being the case I should like to point out to you briefly the question of this land and hoping that you might give me the privilege to receive the proceeds of it.

The Turkish Government looking for a pasture land for her horses sought this swamp (Bassa) which is known as Bassat El Sheikh Muhammad to be suitable so she carried out the survey and appropriated the land from the original owners, and carried out the registration in the Lands Dept. for an area of - 1000 - Dommars only. The plan with the title deeds show that the Government registered on her name - 1000 Dommars exactly.

Discussed with Mr Beumte
We should demarcate
on the ground the swamp
in accordance with the
boundaries of the registration
and the survey map of 1330.
The area is demarcated as a State domain
is the whole marshy area. The land
should be leased. M.D.
12/11/14.

350

and the statement that the area owned by the said individuals exceeds the area registered in the Taho is a false one. The Turkish Government did not register but 1000 Donums and did not own but this area so we must agree that the area of this Bussa (swamp) does not exceed 1000 Donums.

2. After what has been said we can judge that the reasons preventing us from receiving the proceeds of the land and increasing the area of the Bussa are of a superior force and are as follows.

A. Four years after the registration of this land has been carried on our names and was cultivated then we thought of selling it to others but agreement having not been carried out according to the term contained therein, cases has been instituted between us and the purchaser until the Great war took place during this period some parts of this land were not cultivated.

B. When the Great war took place automatically the cultivation stopped which resulted of wasting the land, not our land only but in every part of the world specially in the war fields in which such area is included and being

located on the sea shore behind the war line.

C.

After the Great war and since the establishment of the civil administration we asked from the Government to divide between our land and the Government swamp. Mr. Reading who was the Governor of Tulkarem did then use to go out for demarkation but stopped to do so for reasons which in his opinion might be of legal value to our interest. So since the organization of the administration in Palestine we were asking and begging for the demarkation and it's a fact that the persons in charge "The Governor and the Registrar of Lands" use to see the right on our behalf and use to submit the case to the concerned channels. such as your honour.

3.

From the above three Paws you can see that since we bought the land we began cultivating it and receiving the proceeds of it until the war which automatically stopped us, and after the occupation we were begging for demarkation but such was delayed.

4-

It is not intelligible that such cultivable land and we rank the first

people for cultivation in Tulkarem
to waste such good land as this,
To receive the proceeds of it is much
better than leaving it so for us
and for the Government.

5.

When the land inspector and
the surjior went out for inspection
they were informed by the neighbours,
and mukhtars and experts of the
district that it is our right as I have
stated in this application and which is a
fact.

This is what I should like to submit
to your honour in a brief way, and I know
perfectly well that my rights are supported
specially because they are under your
supervision, I beg that you might give
me the right of plowing the ground
specially because the cultivation
season is on doors.

Signed.

Ibrahim Aballak Samara
Tulkarem

Munir Haddad

سعادته مدير الأراضي العام في القدس المحتلة



انشرى بأن اعرضه لعدائكم انا ابراهيم به الحاج عبده السماره بالاضافه لأخواني محمد علي ومحمود وعارفه من طوكمكم قضيه
تحديد اراضينا في بصة الشيخ محمد الواقعة في ارضي وادي حورات بقضا طوكمكم .
انه هذه القضية التي مضى عليها ثمانية سنوات ونحن والحكومة نسعى للحل بطريقة الحق والعدل لم تبنت
الحكومة للحل لأجل استغلالنا من طرفنا بصفتنا ملك لنا بسبب مسئلة بسيطة جداً وهو تحديد
وايقاع الحق للأهل . ومع ذلك فأنني اعرضه لعدائكم مسئلة هذه الأراضي بصورة موجزة تأمل بالاعتناء
عليه من حجب الحقيقة والعدالة انه يجري حلاً وانه تسحر انا استمارها لأني اعتقد انه الحق الشفيع -
نحافظون عليها بحافطة تامه . وهذه القضية اعرضها لعدائكم بأيجاز :
اولاً = انه الحكومة العثمانية لأجل حفظ مرمى لحل جنودها فكرت انه تحديد مرمى في البلاد لانه قبول فوجدة من حلة
من وجدة هذه البصة المفروضة « بصة الشيخ محمد » فأجرت لفندستها ونزعت ملكيتها من أصحابها -
الأصلية وأجرت فيه الطابور على « الف دونم » فقط بعد انه أخذت رأيه اركان حرب الجبهة فرفضوا
المفودة الآله (والتي يوجد خريطة ثانية بها مخطط في الدوسيه المحققة في البصة) تشرف هذه الخريطة مع قرشانه الطابور
أن الحكومة سجلت لنفسها الف دونم تام . انه القول بأنه الأشخاص مسجل عليهم ارضي تبلغ ما
أكثر مما هو مسجل في دائرة الطابور لا يطيعه على الحكومات التي تحب انه يقتدى بها اننا من الحكومة منظره لا
اركانه حربنا ومهندسين لا يجوز ان يفعل كما يفعل افراد الناس . اذاً الحكومة العثمانية لم تسجل سوى
الف دونم ولم تمتلك سوى هذه البصة فقط . لذلك يجب الاعتقاد والجزم بأن مساحة هذه البصة
لم تتجاوز الألف دونم .
ثانياً = بعد ما ذكرتموها انتم في الأسباب التي منقتنا عن استعمار واستقناج هذه الأراضي المجاورة للبحر
وجعلنا تزداد وتدخل في ارضنا هو مني على اسباب قاهرة سببه وجعلنا وهذه هي الأسباب :
(أ) بعد انه جره تسجيل الأراضي بأسمنا بأربعة سنوات حيث كانت تزرع هذه الأراضي فكلنا
في سجلنا شخص آخر ولما لم يقم المشتري بالشروط المفوض عليها بالفوترات دفع دعاوى بيتنا
وبسبب المشتري لحية حصول الحرب . ففي هذه الفترة كانه تأخر زرع بعضنا هذه الأراضي .
(ب) فيما حصلت الحرب العامة التي يجب ان تستثنى من كل شرط وقفت حركة الزراعة وقفاً تاماً اذ
لنقل الأراضي لا ارضنا فقط بل في جميع أنحاء العالم وعلى الأخص جبال الحرب التي كانت هذه المنطقة

مدرجتها بسبب وجودها على الساحل ودور خط الحرب .

(ح) بعد الحرب العامة ومنذ تأسيس الإدارة الملكية لميلنا من الحكومة انه قد دسبنا ارضنا وسبب لصحة الدولة
فما لم يستر ربح الذي كان حاكم قضا طوكركم يخرج للتخديم في كل سنة ويتوقف عن التمدد لأسباب بخاصة الأراضي
يجب لها قانونية في صلاحتها اذا تم أخذ شكل الإدارة الملكية في قتلها ونحن نلج ونطالب بالتخديم بالفعل
كان يخرج الموظفين المختصين من حاكم ومأمور طابو فطناوا يجرد انه نحن في جانبنا فيرجعوا الأمر لدون الاضطرار
كدارة سعادتهم .

ثالثاً = ينفع من البود الشونة التي عرضتها لصادقكم اعلاه هو بعد ان شترنا الارض به لنا نزرعها ونستغلها
لجميع البيع ثم جأ الحرب الذي يشتق منه كل شركه فانوفى ثم بعد الاخذال لنا نلج ونستخرج بتخديمها فان التمدد
يوجب لوقت آخر .

رابعاً = لا يعقل انه مثل هكذا ارضي زراعية ونحن نصد في قضا طوكركم من الدرجة الاولى قراة الاراضي -
استغلال الارضي انه مثل هكذا ارضي جديره فاستغلالا افضل من بقاها متروكة مما حصل
وهذا الاستغلال فائده لنا والحكومة .

خامساً = حينما خرج منفسه الارضي مع صاحب الحكومة سمعوا من المجاديه ومخاتير وارباب الخبرة والاعلان
الموجودين في تلك المنطقة مما يؤيد حقنا كما ذكرتم بهذه العريضة ولما هو الحقيقة .

هذا ما اريد عرضه لصادقكم بصورة ايجاز وبالله اعلم انه حقنا محفوظ في اي وقت تتعلم مع
الحكومة الالهة عن هذه الملكية وخسوفه الأهارا الشخصية مؤمل بعد هذه المعروضات انه
استحصل على هذا الحق الذي حصل في ضمه منه تعطيل ضمه مادي في هذه المدة التي تعطلت فيه
هذه الارضي وارجوا من سعادتم لما اشتهرتم فيه ورجب العدل والحقيقة انه استحو الننا بحرب
ارضنا بما والحرم الزراعي مقبل وهذه المناسبة تفضلوا بسادة المدير لغيره نجا في
واحد ما في

تسليم
O.P.D.A.
1 PT.
E.E.F.
1 PT.
E.E.F.
1 PT.
E.E.F.
اسرارهم عيب
طوكركم

to Jul/82

24

Irish hands

Subject Basant Shakti Kishore

Dr. Larkhan, Lt. Bennett, Mr. H. J. Raghoebar
Gnapt off Sabit & the other hands Tulkhan
visited to above property on 20.9.26 with the
plans mentioned in Gnapt off's report the
plan attached.

It was considered that although adjacent
land to that shown on the Tulkhan plan was
unallocated that this was a separate matter
to be dealt with, if considered desirable, &
which would necessitate the declaration of the
area as mustahiki land.

The government maintain the claim to
the area as shown on the old Tulkhan plan
which was approved by the Government
should be in pursuance of the area boundaries
of the area at the time -

Yes. } It is noted that according to the report the
arab have been paying this area. Steps should
be taken to prevent this -

Yes. } This is a swampy area steps should be
taken to drain it. It seems that the area has
been based on the understanding that the drainage
work is carried out but it will not be necessary
to clear up the position of those reported to be
paying here.

19/10/26. } The Finance Officer next month when it
should be put to the Board & the Survey Commission should
be informed of this. Maun Bennett

D/Tul/32

33
August 23rd, 1926

District Officer,
Tulkarem

Subject:- State Domains -
Tulkarem D/Tul/32.

Reference:- Your D/Tul/32 of
24.11.25.

I am forwarding herewith
two copies of agreement of lease for
the above property, duly signed by the
Director of Lands.

2. It is noted that the
sum of £E.18.750 m/ms due on May 1926
is in arrear. Kindly arrange to have
this amount collected and notify me when
this is done on your Monthly Revenue
Return F.32A.

3. Kindly hand hand the
Arabic copy to the tenant for his retention.

(Ssgd.) H. A. BENNETT

DIRECTOR OF LANDS

AGA

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

32

An Agreement made this fourteenth day of October one thousand nine hundred and twenty five between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and El Abd El Saleh El Shibly, Abdalla El Salem, El Abd El Issa El Hajebi and Suleiman El Louly of Wad El Hawareth his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Ard Bassat El Sheikh Mohd. in the Ard Wad El Hawareth of Tulkarem in the Sub-District of Tulkarem and the Northern District extending to an area of one thousand dns. (1000) dunoms more or less and more fully described ~~in the schedule and plan attached hereto and~~ in the Tabu Register of Tulkarem Vol. 1 Folio 1 dated December 1325 for the period of one year from the fourteenth day of October 1925 to the fifteenth day of October 1926 (determinable nevertheless as hereinafter mentioned) at a rent of (£E.36.500m/ms) thirty six pounds and five hundred milleimes payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out.

~~2. To pay in addition to the Tithe of 12 1/2 % a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the tithe of ¹⁰~~12 1/2~~ % a yearly rent of thirty seven Pounds & five hundred m/ms (LE.37.500 m/ms) payable in two instalments ~~on or before~~ the first on the fifth day of ~~each of~~ the months of Nov. 1925 and the second at the end ~~in every year, the first of such payments being made on the execution hereof~~ of May 1926

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of Twenty piastres per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

- (a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be f thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall so any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-co or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore conta shall quietly hold and enjoy the premises during the tenancy without any unlawful interrup by the Landlord.

Special Conditions -----

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord
in the presence of

M. Shaw
DIRECTOR OF LANDS
for High Commissioner

Signed by the Tenant
in the presence of

(Seals) El Abd El Saleh El Shibly, Abdalla El Salem,
El Abd El Issa El Hajibi and Suleiman
El Louly.

Kamel Ashour

and (?)

No:-D/Tul/32

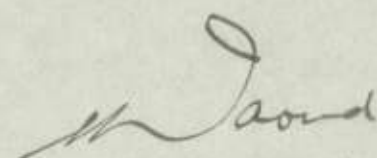
Director of Lands,
P.O.B.356,
Jerusalem.

District Offices,
Tul Karm.

19th August, 1946.

Subject:- State Domains - Tul Karm D/Tul/32.
Reference:- Your D/Tul/32 of 16.8.20.

The agreements in question were held up in your office vide your letter No.D/Tul/32 of 2.12.25. They were not yet returned to this office, please.


District Officer,
Tul Karm.

Director of Farms,
Tularem.

No. 1-171/33

Director of Farms,
P.O. Box 356,
Tularem.

1933, August, 1933.

Subject: - State Lands - Tularem IV 1/33.
Reference: - Tularem IV 1/33 of 10.8.33.

The agreement in question was held up in your office
via your letter No. 171/33 of 8.12.33. They were not yet
returned to this office, please.

Director of Farms,
Tularem.

30

D/Tul/32

August 16th, 1926

District Officer,
Tulkarem.

Subject:- State Domains- Tulkarem D/Tul/32

I enclose herewith copy of agreement in the name of Abdel Saleh, Abdallah Salem Shibli, El Abed el Eisa and Sliman Luli for the above property for the year 1925-26 forwarded under cover of your letter No.D/Tul/32 of 24.11.25.

2. I shall be obliged if you will let me know whether you are in possession of 2 signed copies of the above agreement.

3. The first instalment of rent was paid by the above tenants and shown on your November 1925 F.32A return.

(Adm) M. S. H. H. H.

DIRECTOR OF LANDS

AGA



29
رقب يافه تاريخاً ١٧ / ٧ / ٢٦
عامه غن و طول كرم

الموضوع — اراضي الحكومة — بصة الشيخ محمد
دوسيه غن / د / طول كرم / ٢٦

مقدم لصادقكم عليه صورة قيد الطابو المبحث عنه في المادة الثالثة برابري غن (٩) تاريخ ٨ / ٧ / ٢٦
المربوط بدوسيه غن و المذكوره
وصفت انه صورة القيد المذكور له تعلقه في بصة الشيخ محمد المرصو برطه بالدوسيه المذكوره
ان الدوسيه المذكوره ارسلها لصادقكم مودوسيات غن ٢٠ و ٢١ و ٢٢ عن طول كرم ضمنه
تحريري غن و / طول كرم / بتاريخ ١١ / ٧ / ٢٦ واقبلوا هم امس
تعاين
مفتحه الأراضي

Subject :- State Domains -
Bassat Sheikh
Mohamed
D / Tul / 32

D / Tul / 32

Enclosed please find herewith extract
of registration mentioned in para 3 of my report
No. 9 dated 8/7/26 in connection with the above Bassat.

Joussuf Thabet
17/7/26.

295

صورة قيد مستخرجة من دفتر الطابو



4228

5270—2000—R. M. P.

الرقم	التاريخ	بوقاه او دائمي	القرية او المدينة	الموقع	الجنس	النوع	مقدار المقاطعة ولاي وقف	مقدار بدل العشر	المساحة		مقدار الحصة		الحظوظ	جهة التصرف او كيفية اعطاء السند	المالك او المتصرف الحالي	نمرة الترخيص المقارن في البورصة	القيمة في البورصة	بدل البيع او الشراء	نصف وقف ونصف		ملاحظات
									دونم	ذراع	حصة	من حصة							وقف	غير وقف	
٤١	١٢٠٠	دائم	دار الجوزة	دار الجوزة	زراعي	مير		٢٥٠		٤	٥	٢٥٠	٤	٥	٢٥٠	٤٤٧٤٠	٤٤٨١٦	٤٤	٤٤	٤٤	
ترقا طين الحماراته وارضها عرة البحر قنطرة ارضها نصفها جربة البحر قنطرة ارضها الارض التي لمرحوم النيا بنه وبيه ارضه لمرحوم الدول مرجية الشرح																					
٢٧	١٢٠٠	دائم	دار الجوزة	دار الجوزة	زراعي	مير		٢٥٠		١	٥	٢٥٠	١	٥	٢٥٠	١١١٨٥	٩٤٠٤	٤٠	٤٠	٤٠	
ترقا طين الحماراته وارضها عرة البحر قنطرة ارضها نصفها جربة البحر قنطرة ارضها الارض التي لمرحوم النيا بنه وبيه ارضه لمرحوم الدول مرجية الشرح																					

اشهد ان التفاصيل المدونة اعلاه استخرجت من دفتر الطابو وهي طبق الاصل — ان الرسم وقدره سليم

تُحصل بموجب وصل فمرة

التاريخ، نموذج ٩٤٦

مسجل اراضي

قضاء



ختم الدائرة

ملحوظه: — يجب الغاء كافة الخانات الخالية عن تدوين اي شئ¹ فيها

[illegible]

صورة قيد مستخرجة من دفتر الطابو



4206

الرقعة	التاريخ	بوقعة اودائي	القرية او المدينة	الوضع	الجنس	النوع	مقدار المقاطعة ولاي وقف	مقدار بديل العشر	المساحة		الحدود	جهة التصرف او كيفية اعطاء السند	المالك او المتصرف الحالي	نمرة الخزانة العقارية في البوكر	القيمة في البوكر	بديل البيع والتراخي	ملاحظات
									دونم	ذراع							
٢٦	١٢٨٨	بورد	بورد	بورد	بورد	بورد	بورد	بورد	٢٥٠	بورد	بورد	بورد	بورد	١١٨٨٥	١١٨٨٥	١١٨٨٥	بورد
٢٧	١٢٨٨	بورد	بورد	بورد	بورد	بورد	بورد	بورد	٢٥٠	بورد	بورد	بورد	بورد	١١٨٨٥	١١٨٨٥	١١٨٨٥	بورد

اشهد ان التفاصيل المدونة اعلاه استخرجت من دفتر الطابو وهي طبق الاصل --

ان الرسم وقدره ~~ملي~~

cc. مل

معرض داد

التاريخ ١٤٨٠/١/١٢

ختم الدائرة

مسجل اراضي

قضا. غولام

المحوظة: — يجب إلغاء كافة الخانات الخالية عن تدوين أي شيء فيها

296



4194

GEN 5.

ON HIS MAJESTY'S SERVICE.

OPP. 192-800,000-11.1.30-34/3.

FASTEN Envelope by gumming this Label across Flag.

OPEN By Cutting Label Instead of sewing Envelope.

PALESTINE GOVERNMENT

ECONOMY.

PALESTINE GOVERNMENT PALESTINE GOVERNMENT PALESTINE GOVERNMENT

28^a

In compliance with the order of the Director of Lands No.D/Tul/70 dated 23/2/26, we have duly inspected the plot of land known as Bassat Sheikh Mohamed detailed in file No.D/Tul/32 and concluded the following:-

1) The land of Bassat Sheikh Mohamed lies in Wadi El Hawareth El Shamaly El Gharbi of Tulkarem sub-district, and is registered in the Tabou on the name of the Finance under No.1 dated December 1328 with an area of 1000 donums and boundaries as follows:-

South:- Ard El Tayan and road of Minat Abu Zabourah.

East :- ditto

North:- Dabiet El Attar and Lukous El Raml
leading to Birket Atta.

West :- Ard El Yehoudi, transferred to Sheikh Ibrahim Samarah and Bros.

According to the plan prepared by the Land Department Surveyor of Nablus on 27/5/26, the area was found as follows:-

- | | | | |
|----|-------------------------------|--------------------|----------|
| a) | The above Govt. Bassah | <u>1151 donums</u> | 437 pics |
| b) | Plot claimed by Awlad Samarah | 418 " | 1083 " |
| c) | " " " Mr.Tayan | 30 " | 139 " |

2) The above Govt.Bassah in its present form exceeds the registered area by 151 donums and 437 pics. It is a swampy land, dries in summer and contains wild briars and heath.

It is let by the Government to El Abd El Saleh El Shibly, Abdallah El Salem, El Abd El Issa El Hajiby and Suleiman El Lovla of Wad El Hawareth El Shamaly Arabs (area considered 1000 donums.) for the period of one year as from 14th October 1925 to 15th October 1926 for the sum of £E.37.500m/ms by virtue

of Agreement of lease dated 14th October 1925 enclosed in the file. The Wad El Hawareth El Shamaly Arabs are dwelling in this Bassah in about 75 tents and graze their animals there.

3) Part of the plot measuring 418 donums and 1083 pics becomes a swamp in winter and dries in the summer season, but has been for several years left without cultivation. It contains some kinds of wild Brier.

This plot lies on the western boundary of the Government Bassah and is attached to the cultivated land of awlad Samarah as is shown on the plan. It is claimed by the above awlad Samarah that it is included in their cultivated land as per Kushans No.41 and 67 dated Oct.1324 and Dec.1325 respectively and have as a proof an old plan dated 29th May 1330. But the area mentioned on these Kushans is only 250 donums.

There exists in the Land Registry Office of Tulkarem a duplicate of the above plan. And whereas the Government Bassah is included therein, this plan was compared with the tabou registers and it was found out that the boundaries shown on the Kushans correspond with it and include the Govt.Bassah.

In the Remarks Column of the plan it is written that the Govt.Bassah measures 1000 donums and the lands of awlad Samarah 6178 donums.

Awlad Samarah pretend that whereas the plot measuring 418 donums and 1083 pics is attached to the Govt.Bassah on all its western boundary and the Govt.having interfered with them in 1921 for fixing the boundaries, therefore they left this plot without

cultivated until boundaries have been fixed.

4) The plot of land, measuring 30 donums and 139 pics, claimed by Mr. Tayan is attached to the Govt. Bassah on the southern boundary.

?? || We compared the situation of the land with the old plan dated 29 May 1330 and found that this plot lies outside the area of the Bassah. But as it has been left for several years without cultivation therefore wild heath is growing thereon. (?)

Representatives of Mr. Tayan informed us that Mr. Tayan was letting his lands to farmers but as the latter did not know the real boundaries they left the lands without cultivation.

5) The area and boundaries of the Govt. Bassah have been fixed and shown on the plan dated 27/5/26 attached herewith 8/7/26

(Sgd) Said Daoud

District Officer Tulkarem

(Sgd) Yousef Thabet

Inspector of Lands

Jkh/S
20/7/26

بموجب امر مديرية الأراضي غمر / د / طولكرم / ٥٠ / تاريخ ١٤ / ٤ / ١٣٢٦
علم بجهة الشيخ محمد الى اوراقه مخبرتها بدوية غمر (٢٤) ونتيجها كما يأتي

١- ارض بجهة الشيخ محمد المذكورة واقعة في وادي الحوات الشمالي الغربي التابع الى قضاء طولكرم والجهة المذكورة مقيدة بسجل العدوي باسم الخزينة المطالية تحت غمر (٨) بتاريخ كانون اول ١٢٨٤ ماله ومقيد مساحتها بالسجل المذكور (١٠٠٠) دونم ومردودها بمجعية قيد العدوي كما يأتي

جنوباً ارض القبان ومنها طريق مينة الى زابور
شرقاً ارض السبان والطريق
شمالاً دبة العطار وتعود الى الموصلة الى بركة عطا
غرباً ارض اليهودي المفروغ لشيخ ابراهيم السماره وفنونه

المساحة بمجعية الخريط المنظمة بمعرفة صاحب دائرة الأراضي في نابلس المؤرخه بـ ٤٧ / ٥ / ١٣٢٦

زراع	دونغ	مساحة
٤٢٧	١١٥١	مساحة بجهة الحكومة المذكورة
١٠٨٢	٤١٨	مساحة القطعة التي يدعى بها ابنا السماره
١٢٩	٢٠	مساحة القطعة التي يدعى بها الخواجه تيان

٢- ارض بجهة الحكومة المذكورة بالنظر لوضعها الحاضر بلغت مساحتها كما تبينت اعلاه وتبين بانها مساحتها المذكورة تزيد على قيد العدوي (١٥١) دونم و (٤٢٧) زراع

٣- ارض بجهة الحكومة المذكورة ارضها يهود في ايام العهد القسم الاعظم منها ينسب ويحفظ وموجود بها نباتات للبيعه من نوع الليمون ليس (سمار) و (عليه) و (طوبه) ينمو بالبيعه

الجهة المذكورة مؤجرة من طرف الحكومة الى السيد الحاج الشيخ وعبد الله الساطع والسيد العيسى الحاجي سليمان اللولي من عربانه واد الحوات الشمالي باعتبارها (١٠٠٠) دونم لمدة سنة ابتداء من ١٤٠١ سنة الفتح لغاية ١٤٠٢ سنة الفتح

بمبلغ خمسة وثلاثين جنيه و (٥٠٠) مليم بموجب ورقة الاجار المؤرخه بـ ١٤٠١ سنة الفتح والمحفوظة بالمديرية وعربانه واد الحوات الشمالي مقيمين في الجهة المذكورة وواضعين بها فيها مزارع التي يبلغ عددهم تقريباً مقدار خمسة و سبعون فنيماً (بيرة شمس) ويعود ميوئناً لهم بها

ثم ارض الجبيرة مساحتها اعلاه (٤١٨) دونم و (١٠٨٢) زراع قسم مزارعها تتحول في ايام الشتاء الى بساتين وتنبت في ايام الصيف وانما هي متروكة بلا زراعه من سنة متعده وبها انواع الليمون وهذه القطعة واقعة في حدود بجهة الحكومة مديرية الغرب وملاصقة الى ارض المزرعة والمفلكه التي تخص ابنا السماره كما هو مبين وضيقاً بالخريط المذكورة ويدعى بها ابنا السماره المذكورين انما من ضمنهم الرقيم المتصلة بها المفلكه استناداً على قوائم السيد العدوي التي بأيديهم تحت غمر ٤١ تاريخ سنة الفتح ماله ونز ٤٧ تاريخ كانون اول ١٢٨٤ ماله انما المساحة التي بقواها انهم المذكورة (٤٥٠) دونم

D/Tul/32.

27

25th June 1926.

Sir,

I have the honour to acknowledge receipt of your letter dated 16th instant on the subject of the Basset Sheikh Mohamed and beg to inform you that the matter is still under consideration.

I have the honour to be
Sir,
Your obedient servant.

(Sgd.) A. C. BENNETT

DIRECTOR OF LANDS

George G. Kayat Esq.
Howard Street
Jaffa.

KLH/MG.

GEORGE J. KAYAT

HOWARD STR.

TEL. NO. 66

JAFFA, PALESTINE.

P.O.B. 642.

97/30

جورج كيات

تلفون نمرة ٦٦

بافا فلسطين

26



16th June 1926.

Director of Lands,

Jerusalem.

Sir,

Subject:- Bassat Scheik Mohamed.

Reference:- Attached copies of correspondence.

I have the honour to request you to kindly favour me with a reply as regards the lease of Bassat Scheik Mohamed.

I have the honour to be,

Sir,

Your obedient servant,

Geo. Kayat

12

269

GEORGE J. KAYAT

Howard Str.
Jaffa, Palestine,
P.O.B. 642.

Jaffa, May 5th 1926.

DISTRICT OFFICER,
TULKAREM.

Sir,

SUBJECT:- BASSAT SCHEICK MOHAMED

I have the honour to request you to kindly favour
me with a reply to my letter dated the 14th. February 1926.

I have the honour to be,
Sir,
Your obedient servant,

ON HIS MAJESTY'S SERVICE.

GEN. A.

GPP 102-300,000-11-1-90-2134

PALESTINE GOVERNMENT

ECONOMY.

FASTEN

Envelope by examining this
Label across Flap.

OPEN

By Cutting Label instead
of tearing Envelope.

No:-D/Tul/32

C O P Y

District Offices,
T U L K A R E M
Sub-District,
P.O.B. 1.

8th. May, 1926.

Mr. George Kayat.
P.O.B. 642,
J A F F A.

Dear Sir,

Subject:- Bassat Soheikh Mohammad.
Reference:- Your letter dated 5-5-1926.

The case has been referred to the Director of
Lands.

I regret to say that I am unable to answer
your petition now, but I will do so as soon as I receive a reply
from the Director of Lands.

I have the honour to be

Sir,

Your obedient servant.

District Officer,
TULKAREM.

TJG/FM.

GEORGE J. KAYAT

HOWARD STR.

TEL. NO. 66

JAFFA, PALESTINE.

مورج قباط

تلفون نمبر ٦٦

یافا فلسطین

Jaffa, 14th February 1926.

District Officer,

Tulkarem.

Sir,

I have the honour to state that there is a piece of moory and marshy land in the District of Tulkarem of about one thousand dounas called Bazzat Sheikh Mohamed, bounded on the north- Dabbat Attar and Kas El Razel, South - Tayyan land and road to Abu Zabara port, East- Tayyan land and road, and West Ibrahim Samaras land.

I have the honour to further state that as the Government of Palestine is letting this land every year, with no real profit and improvement to this state Domain, I would request the Honourable Government to let this land to me for at least sixty years, with the option to renew the lease, on the following terms and conditions:-

1. To let this land at the rate of PT. 4 (four piastres) per douna.
2. I would bind myself to have technical drainage to the land.
3. To put up a grove of oranges or bananas (as the case may be) of 100 - 150 dounas within thirty years from the date of the contract.
4. To use 300 - 400 dounas for the plantation of winter and summer crops.
5. To use the rest of the land as pasturage for live stock and dairy farm.
6. At the expiration of the period prescribed by the contract

ON HIS MAJESTY'S SERVICE.

GEN. E.

G.P. 195-370,000-11.1.06-2415.

PALESTINE GOVERNMENT	FASTEN	Envelope by gumming this
ECONOMY.	OPEN	Label across Flap.
		By Cutting Label instead
		of fastening Envelope.

120

GEORGE J. KAYAT

HOWARD STR.

TEL. NO. 66

JAFFA, PALESTINE.

* 2 -

جورج قباط

تلفون نمبر ٦٦

یافا فلسطین

Jaffa 192

and in case I abide by the above-mentioned conditions
to have the right to renew the contract on the same terms.

I have the honour to add that as this would mean real
improvement to this State Domain to the best interest and
advantage of the Government, it is greatly hoped that the
Honourable Government would take into due consideration my
proposition and would grant me the concession.

With thanks in anticipation,

I have the honour to be, Sir,

Your obedient servant.

Geo Kayat

IN HIS MAJESTY'S SERVICE.

GEN. S.

OPP. 102-300,000-11-1-06-2478.

PALESTINE GOVERNMENT

ECONOMY.

FASTEN

Envelope by gumming this
Label across Flaps.

OPEN

By Cutting Label instead
of sewing Envelope.

24



No:1517

DISTRICT COMMISSIONER'S OFFICES
HAIFA
10th April, 1926.

Director of Lands,
Jerusalem.

Subject:- Basset Sheikh Mohd. State Domain
Property No.D/Tul/32

I transmit herewith a petition submitted by
Salim Abdul Rahman Haj Ibrahim and Abdallah Samara
of Tulkarem for any action you may deem necessary.

2. I shall be obliged if you will reply to
my letter No.1517 of the 4th of March 1926.

S.


DISTRICT COMMISSIONER

ON HIS MAJESTY'S SERVICE.

GEN. 3.

G.P.P. 102-366,000-11-1-36-24/34

PALESTINE GOVERNMENT

ECONOMY.

FASTEN

Envelope by gumming this
Label across Flap.

OPEN

By Cutting Label instead
of tearing Envelope.

No. 26/276.

District Officer,
T U L K A R M.

We have been informed that the Government wishes to lease Basset Scheik Mohd. a State Domain property, situated within the lands of Wady Hawareth attached to this Sub-District.

We are ~~prepared~~ prepared to rent the said Basse in a way that safeguards Government interest, we therefore request that we be allowed to see the conditions and terms according to which the Basse may be leased and we also prepared to offer the necessary guarantees with the best conditions in this respect, after an agreement has been ~~through~~ *entered into*.

(SDG) Salim Abdul Rahman Haj
Ibrahim
Abdulla Samara.

Fulham

• 03/20/2017

No.1517

DISTRICT COMMISSIONER'S OFFICES
H A I F A

4th. March, 1926.

23

Director of Lands,
Jerusalem.



Subject : Basset Sheikh Mohd. - State Domain -
No. D/TUL/23 - Tulkaram.

732

I transmit attached copy of petition by Mr.
----- G. Khayat, in which he applies for long lease of the above
mentioned property, together with a letter from District
Officer Tulkaram on the subject.

2. The application is strongly recommended.

3. If you approve will you please let me have
draft agreement as usual.


DISTRICT COMMISSIONER.

ON HIS MAJESTY'S SERVICE.

GEN. K.

GPP. 102-300,000-11-1-96-243.

PALESTINE GOVERNMENT

PROV. OMV

FASTEN

Envelope by fastening this
Label across Flap.

OPEN

By Cutting Label instead
of tearing Envelope.



عادة قاضم قضا لمولكرم الحزم

22

بسم الله الرحمن الرحيم
في وادي الحوارث ما انه بلفظنا انه الحكومة تريد انه تزجر بصفة الشيخ محمد الأمير الطائفة
في ارمه وادي الحوارث وانما بصفة هذا القضا وبما اننا مستعديين لا استجار البصر
المذكورة على شكل بصفة مصلحة الحكومة فترحم به عازتكم اطلاعتنا على الشروط والظروف
التي بموجبها يصح تأجير هذه البصرة ونحن مستعديين لتقديم الضمانات اللازمة مع
احد الشروط بهذا الخصوص بعد ان يتم الاتفاق وتفضلوا بقبول فاعه تحياتنا سيدي



عبد الرحمن الحزم
مطوكم

Note on files D/Tul/60, D/Tul/30, 31, 32.

21

Difficulties arose recently in regard to the Swamps of Wadi Hawareth and their location, which have led to some confusion.

It is desired therefore to trace briefly the position with regard to these State properties.

to
There are 3 swamps belonging to the Government namely:-

- 1) Bassat Sheikh Mahmud.
- 2) Bassat El Dalia and
- 3) Bassat Sheikh Salah.

There is another swamp situated within the sandy lands of Zeita Village belonging to the Government too.

The correspondence on the above mentioned files confuse very often these swamps with the sandy lands of Zeita Village which is a Government property too.

Location of

With regard to the first swamp or Bassat Sheikh Mahmud which is apparently the swamp referred to in D/Tul/60, there are no particulars on the file.

The correspondence sometimes refers to Bassat Sheikh Mahmud and sometimes to Bassat El Gazazeh.

Both swamps are apparently adjoining each other and it is most desirable that Yusef Eff. Elabet should inspect and render full report with regard to their position.

In regard to Bassat El Dalia a report of Yusef Eff. Elabet is on the file and it seems advisable that a plan should be made with regard to this land, at the earliest convenience and the boundaries be defined permanently since encroachment takes place constantly on this swamp.

In regard to Bassat Sheikh Salah a valuable report has been rendered by a Commission composed of the District Officer of Tulkarem, Sub-Inspector of Agriculture and Forests, the Land Registrar and the Mudir Hal of Tulkarem.

The only question which should be dealt with immediately is the survey of the ground and the definition of the boundary permanently.

and The Commission has revealed that some encroachment took place on this ground but since there is ample evidence oral and written to the effect that this encroachment took place only recently the Commission is of the opinion that the part encroached upon could be declared Mahlul as this land has not been cultivated before.

The duties of Yusef Eff. Elabet at Tulkarem this time seems to me to be the following:-

- 1) To define the ground of each of these swamps together with the District Officer and the Surveyor of Neblus.
- 2) To arrange for the survey of these properties.
- 3) To fix permanent boundary marks.
- 4) To report on the possibilities of making Mahlul those parts of the swamps encroached upon.
- 5) To clear up the position in regard to the 2 swamps called Bassat Sheikh Mahmud and the Bassat Gazazeh.

6) To report on each of the properties separately.

ON HIS MAJESTY'S SERVICE.

OPN 4.

GPR 100-800,000-11-1-86-215.

PALESTINE GOVERNMENT

ECONOMY.

FASTEN

Envelope by stitching this
Label across Flap.

OPEN

By Cutting Label instead
of Sealing Envelope.



PALESTINE GOVERNMENT

*Extract from Report on
File 8/1ul/31*

-2-

4) Whereas I have, during the inspection, discovered two other different marshes then the one in question known by Ard Bassat El Sheikh Mahmud registered under No.1 dated Kanun Awal, 328 at an area of 1000 dunoms and the 2nd Ard Bassat Sidrat El Sheikh Saleh registered under No.3 dated Kanun Awal, 328 at an area of 180 dunoms and that these two areas are at the same time neighbouring to Tayan's land it is necessary, in order to protect same, to detail a surveyor to Tulkarem to arrange for a survey to be made.

For your information.

1/4/25.

Yusef Thabet.
S.I. of L.

ON HIS MAJESTY'S SERVICE.

GEN 5.

(Pp. 192-900,000-111-90-415)

PALESTINE GOVERNMENT

ECONOMY.

FASTEN

Envelope by stitching this
Label across Flap.

OPEN

By Cutting Label instead
of tearing Envelope.

No:-D/Tul/32.

District Offices,
Tul Karm.
Sub - District.
P.O.B.No.1.
22nd, February, 1926.

District Commissioner,
Northern District,
H a i f a .

Subject:- Basset Scheikh Mohd. - State
Domain property D/Tul/32.
Reference:- Attached petition.

I am sending you the attached petition from Mr. George Kayat for consideration, and necessary action.

2. There are 3 Basset belonging to the Govt. in this Sub-District namely: (1) Basset Scheikh Salah (2) Basset Dalia (3) Basset Scheikh Mohd.
3. The first two were handed over to the Agric. Dept. for afforestation according to the instructions contained in your letter No.1517 of 8.2.26.
4. Basset Scheikh Mohd., which petitioner is asking to rent was leased this year to the neighbouring Wady Hawareth Bedouins for ££.37.500/ms for grazing purposes.
5. Petitioner is a well educated young man from Jaffa who has been appointed at Tul Karm a year ago as Custom Agent, and has resigned his post, and is now working as a commissioner at Jaffa.


District Officer,
Tul Karm.


ON HIS MAJESTY'S SERVICE.

GEN

G.P. 109-100,000-11-1-36-24 S.

PALESTINE GOVERNMENT

ECONOMY.

FASTEN

Envelope by securing this
Label across Flap.

OPEN

By cutting Label instead
of tearing Envelope.

GEORGE J. KAYAT
HOWARDS STR.
Tel No. 66.
JAFFA PALESTINE.

Jaffa 14th. February, 1926. 20^a

District Officer,
T U L K A R M .

Sir,

I have the honour to state that there is a peice of moory and marshy land in the District of Tul Karm of about one thousand dounoms called Bassat El Sheikh Mohammed, bounded on the north - Dabbat Attar and Kos El Ramel, South - Tayyan land and road to Abu Zabura port, East - Tayyan and road, and West - Ibrahim Samara land.

I have the honour to further state that as the Government of Palestine is letting this land every year, with no real profit and imrovement to this State Domain, I would request the Honourable Government to let this land to me for at least six years, with the option to renew the lease, on the following terms and conditions:-

1. To let this land at the rate of PT4 (four piasters) per dounom.
2. I would bind myself to have technical drainage to the land .
3. To put up a grove of oranges or bananas (as the case may be) of 100 - 150 dounoms within thirty years from the date of the contract.
4. To use 300 - 400 dounoms for the plantation of winter and summer crops.
5. To use the rest of the land as pasturage for live stock and dairy form.
6. At the expiration of the period prescribed by the contract, and in case I abide by the above-mentioned conditions to have the right to renew the contract on the same terms.

I have the Honour to add that as this would mean real improvement to this State Domain to the best interest and advantage of the Government, it is greatly hoped that the Honourable Govet. would take into ~~the~~ consideration by proposition and would grant me the consession.

With thanks in anticipation

I have the honour to be, Sir,

Your obedient servant

(sdg) George Kayat.
Geor

ON HIS MAJESTY'S SERVICE.

PALESTINE GOVERNMENT

ECONOMY.

GF/P. 102-300,000-11-1-36-36/8.

FASTEN

Envelope by gumming the
Label across Flap.

OPEN

By Cutting Label instead
of taping Envelope.

No:-D/Tul/32.

Director of Lands.
P.O.B.356,
JERUSALEM.



19
District Offices,
TULKARM,
Sub - District.
P.O.B.I.
7th.Dcember,1925 .

in C
Subject:-State Domains - Tul Karm D/Tul/32.
Reference:-Your D/Tul/32 of 2nd.December,1925.

Kindly note that the £E.15.000 m/ms in arrears
have collected and paid into the Treasury under R.V.86 of 9.II.25.

TJG/FM.

Enclosures:-

noted
19/12/25
and 18.12.25
paid in arrears
of 15.10.25-14.10.26
R.V.86 of 9.II.25.
off
District Officer.
TULKARM.

D/Tul/32.

2nd December, 1925. 18

District Officer,
Tulkarem.

Subject : State Domains-
----- Tulkarem-D/Tul/32.

Reference : Your D/Tul/32 of
----- 24.11.25.

This agreement has been held
up pending notification from you
that the arrear of LE. 15.000m/ms
for the year 1924-25 has been
collected.

meß
DIRECTOR OF LANDS.

KLH/LY.

ON HIS MAJESTY'S SERVICE.

GEN B.

G.P. 192-300,000-11-1-80-248.

PALESTINE GOVERNMENT

ECONOMY.

FASTEN

Envelope by running the
Label across Flap.

OPEN

By Cutting Label instead
of tearing Envelope.

No: -D/Tul/32.

Director of Lands,
P.O.B.356,
J E R U S A L E M .



17
District Offices,
T U L K A R M ,
Sub-District ,
P.O.B.1.
24th.November,1925.

Subject:-Leasing of State Domains - Tul Karm D/Tul/32

Enclosed please find agreement in triplicate in

respect of above mentioned property for favour of signature by

His Excellency the High Commissioner.

M. Tawad
District Officer,
T U L K A R M .

F.M./

Enclosures:-

inc. C. 5. 20

2.12.25
agreed & executed
HES in MAB - 2.12.25.

Mr. H. H. H.
pl Check & prepare
signature
29.11.25
MAB

checked & returned
29.11.25
34-25 in
arrear.
Debtors
not ruled.

ON HIS MAJESTY'S SERVICE.

OPEN 5.

G.P. 129-120,000-11-1-001-24 84

PALESTINE GOVERNMENT

ECONOMY.

FASTEN

Envelope by gumming this
Label across Flap.

OPEN

By Cutting Label instead
of tearing Envelope.

16
D/Tul/32

November 5th, 1925

District Officer,
Tulkarem.

Subject:- State Domains
Rents D/Tul/32.

1. It is noted that the sum of £E.15.000 in respect of the above property, for the year 1924-25 is still in arrear.

2. I shall be obliged if you will arrange to have this amount collected as soon as possible, and notify me when this is done, showing the amount collected on your Monthly Revenue Return F.32A

3. Kindly note, that tenants should not be allowed to get into arrear, and the terms of the agreement must be adhered to.

DIRECTOR OF LANDS

AGA

ON HIS MAJESTY'S SERVICE.

GENY 5.

G.P. 192-300,000-11-1-36-248.

PALESTINE GOVERNMENT

FASTEN

Envelope by stitching this
Label across Flap.

ECONOMY.

OPEN

By Cutting Label instead
of tearing Envelope.

D/Tul/32.

17th April, 1925.

District Officer,
Tulkarem.

Subject: Ard Basset El
----- Sheikh Mahmud
Tulkarem.

Reference: Your T.200/1/27
----- of 11.12.24.

Kindly get in touch with
the Registrar of Lands Tulkarem and
endeavour to arrange with him for the
survey of this property when a
surveyor is available.

DIRECTOR OF LANDS.

MCB/LY.

ON HIS MAJESTY'S SERVICE.

GEN 6.

GPP. 105-109,000-111,60-24/5.

PALESTINE GOVERNMENT

ECONOMY.

FASTEN

Envelope by fastening this
Label across Flap.

OPEN

By Cutting Label instead
of tearing Envelope.

D/Tul/32.

14

two.

5th February 1925.

District Officer
Tulkarem.

Subject:- State Domains - Tulkarem.
Reference:- Your T.200/1/27 dated
11.12.24.

I am returning herewith two copies
in Arabic in respect of Property No.
D/Tul/32 duly signed by His Excellency
the High Commissioner.

I shall be obliged if you will
hand the stamped copy to the tenant for
his retention.

It was noted that the Folio No.
was not inserted in the space provided
in the preamble.

Sgt. H. C. DENNETT
DIRECTOR OF LANDS.

KLH.

D/Tul/32

LANDS DEPARTMENT
JERUSALEM
P.O. BOX 356

January 2nd, 1925.

Registrar of Lands,
Nablus.

Subject:- State Domains- Tulkarem
D/Tul/32.

With further reference to para 3 of
my letter No.D/Tul/26 dated 29.11.24, I shall
be obliged if you will arrange for the survey
of the above property, and forward the plan
to this office for inclusion in my file.

DIRECTOR OF LANDS

AGA

No: -T/200/1/27.

Director of Lands,
P.O.B., 356,
J E R U S A L E M.



Governorate,
Tul Karem,
Sub - District .

11th. December, 1924.

12

Subject: -Lease of State Domains Property D/Tul/32.
Reference: -Your D/Tul/32 of 21st. November, 1924 .

Enclosed please find agreement in quadruplicate
in respect of above mentioned property passed for favour of
signature by His Excellency the High Commissioner.

for signature on my behalf
TJG/FM.

in 95

F/District Officer,
T U L K A R E M .

Enclosures: -4

*corrected & entered.
Folio 760 was not
inserted.*

15/12/24

Government,

and other

and other

1911, November, 1911.

1911-1912, 1912.

Director of Lands,

P. O. Box,

1911-1912, 1912.

Subject - Land of State, National Property, 1911-1912.
Reference - Land of State, November, 1911.

Additional places and agreement in question
in respect of above National Property, 1911-1912, 1912.
Reference to the responsibility of the National Property.

1911-1912, 1912.

1911-1912, 1912.

1911-1912, 1912.

1911-1912, 1912.

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

AGREEMENT FOR AGRICULTURAL LANDS.

120

An Agreement made this *28th* day of *October* one thousand nine hundred and twenty *four* between *His Excellency the High Commissioner* on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and *Fhaid Serouji* of *Wady Hawareth* his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as *Basset Scheik Mohd* in the lands of *Wady Hawareth* in the Sub-District of *Tulkarem* and District of *Northern District* extending to an area of *1000*

one thousand dunoms more or less and more fully described in the schedule

and plan attached hereto and in the Tabu Register of *Tulkarem* Vol. *1* Page. *1* date *December 3 25* for the period of *one year* from the *15th* day of *October* 1924 to the *15th* day of *October*

1925 (determinable nevertheless as hereinafter mentioned) at a rent of *£30. thirty*

Egyptian pounds payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out

2. ~~To pay in addition to the Tithe of $12\frac{1}{2}\%$, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the tithe of $12\frac{1}{2}\%$, a yearly rent of *Thirty Egyptian pounds* (*£E. 30.000 m/ms.*) by *two* payments *the first* on or before the *28th day of October 1924* day of each of the months *and the second on the 31st day of May 1925* in every year, the first of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of *00000* per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

ENTERED. PAGE *1 of 1*

Agreement
15/10/24

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

(a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term agreement other than non-payment of rent or failure to cultivate the land demised period of one year, unless notice of the breach has been served upon the tenant: tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be available thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore set forth shall quietly hold and enjoy the premises during the tenancy without any unlawful interference by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord *Herbert Samuel*
in the presence of *Leticia Clowes*
HIGH COMMISSIONER.

Signed by the Tenant
in the presence of



Private Secretary

حکومت فلسطین

الاملاك الاميرية

اتفاق بشأن الاراضي الزراعية

قد تم الاتفاق في هذا اليوم انه له المرفوعه من شهر رجب سنة الف وتسعمائة بين
بالنيابة عن حكومة فلسطين (المسمى فيما بعد المؤجر) فريق اول وبين اخيه السويحي
من وادي الخوارت — قضاء طولكرم وورثته والمحول اليهم المسمى فيما بعد المستأجر) فريق ثان
على تأجير واستئجار قطعة من الارض المعروفة بـ **بنة الشيخ محمد ال**
الشمس من قضاء ومساحتها
من وادي الخوارت في ناحية طولكرم

الف دونا بالتقريب والموصوفة وصلاً تاماً في الجدول والريطة الرفقة بهذا الاتفاق والمدينة في دفتر
طابو طرقهم تاريخ مائة وثمانين المجلد ١ وجه ١ لمدة سنة تبدي من اليوم الخامس عشر
من شهر ربيع سنة ١٩٣٤ وتنتهي في اليوم الخامس عشر من شهر ربيع سنة ١٩٣٤ (على ان يجوز فسخه كما هو مذكور
فيها بعد) بالبحار قدره ثمانية ج. م يدفع وفقاً لما هو مبين ادناه
وقد تعهد المستأجر بتوجب هذا

١١) ان يدفع الابحار بموجب الكيفية المذكورة ادناه

(٢) ان يدفع علاوة على عشر ١٢ في المائة اجرة قدرها عشر من محصولات الارض المذكورة بحسب قيمتها المنقصة ويجري هذا التخمين بنفس الكيفية التي يجرى فيها البشر المذكور ويدفع في نفس التاريخ وبفس الكيفية ايضاً

«٢» ان يدفع علاوة على المشرال ١٢١/٢ في المائة ايجاراً سنوياً قدره ثلث مائة ج.م — مليماً في
 ونفقة ^{انظر الملوك} تدفع ^{في اول} اليوم السامع العز من شهر ربيع ^{٩٤٠} من كل سنة وانقط النسخ في تاريخ ^{٩٤٥}
 «٣» ان يحفظ خارج وداخل اية بناية مبنية او ستبنى على الارض المذكورة في حالة جيدة وقابلة للايجار وان يسلمها
 للمؤجر بموجب هذا الشرط عند انتهاء او فسخ هذا الاتفاق

(٢) أن يصون ويحفظ كافة المجاري والسواقي والاقنية والانابيب في حالة جيدة وان يراعي نصوص قانون مكافحة الملازما

٥) ان يزرع الارض لقناعة الموهجر وان يدفع للموهجر ايجاراً اضافياً قدره ——— للدوم الواحد من الارض الصالحة للزراعة وتبقى بدون زراعة خلال اي سنة من اجل الاجار وان يدفع هذا الاجار في نفس الوقت الذي تستوفي فيه الاعشار عن تلك الارض ويحدد هذا المقدار من قبل الموهجر

(٦) ان لا يجر او يحول او يرهق او يتصرف بتلك الارض ما لم يحصل على موافقة الموجه خطياً

١٧ ان يدفع جميع ضرائب الحكومة والرسوم المحلية وان ينضع لكافة الاوامر والانظمة التي تسري على اي ملك من نوعه في نفس القضاء او ما يسري عليه من مثل ذلك في المستقبل

٨) ان لا يشيد اي بناء ولا يحدث تغييرات او زيادات في البناء الموجود في العقار المذكور ما لم يحصل او لا على موافقة المودر كتابة وفي حالة اجراء تغييرات او زيادات كهذه فيلزم ان تكون وفقاً لخرائط ورسوم يصادق عليها المودر او لا وان تتم وفقاً لمرضاته ولا يكون المودر مسؤولاً عن اي مصاريف يتحملها المستأجر فيما يتعلق بهذه التصليحات او التعميرات كما وانه لا يكون مسؤولاً عن تعويض مثل هذه الخسائر عند انتهاء اجل الايجار

٩) ان يزيل اي بناء او تغيير احدثه في الارض بدون موافقة المودر اذا طلب الاخير منه ذلك عند انتهاء مدة الايجار وفسخه وان يعيد العقار الى حالته الاصلية

١٠) اذا قصر المستأجر عن دفع الايجار في اي مدة اثنا هذا الاتفاق او قصر عن القيام باحدى نصوص هذا الاتفاق فلمودر ان يستلم العقار المذكور ويعتبر هذا الاتفاق لغواً كانه لم يكن بشرط ان:

١١) لا يؤثر استلام العقار من قبل المودر على مسؤولية المستأجر لعدم قيامه باي تعهد بخصوص دفع الايجار او عدم مرافقته شروط هذا الاتفاق التي يكون مسؤولاً عنها عند حصول مثل هذا الاستلام

لا يستلم المودر العقار المذكور بناء على مخالفة المستأجر لاي شروط هذا الاتفاق الا في حالة عدم دفع الايجار يبلغ المستأجر اخطاراً بالمخالفة ويقصر الاخير عن القيام بنصوص ذلك الاخطار خلال شهر واحد من

بلوغ
وعند انتهاء اجل الايجار المذكور اوفسحه ان يسلم المستأجر العقار وما فيه من الابنية الثابتة التي تخص المودر جيدة وقابلة للتأجير لمستأجر جديد

ان يسمح للمودر او من ينوب عنه بتفتيش العقار في اي الاوقات المشروعة وقد وافق المودر على ان: -
يحقق للمستأجر ان يسقي الارض المذكورة بالماء الموجود فيها بشرط ان يراعي نصوص قانون مكافحة الملائيا
م جميع خرائط الاعمال الجديدة فيما يتعلق بالسقي التي يرغب القيام بها الى المودر غير انه لا يحق
ان يمنع اي مجرى ماء يصب في الاراضي المجاورة التي كانت تستعمل تلك المياه حتى الان ما لم يحصل اولاً
ة المودر خطياً

يحق للمستأجر بعد ان يدفع الايجار وبعد ان يقوم بالشروط الواردة بهذا الاتفاق ان يستعمل العقار
خلال مدة الايجار بدون اي تدخل غير شرعي من قبله .
شروط خصوصية:

واشعاراً بهذا قد وضع كل من الفريقين يده على هذا الاتفاق في هذا اليوم ١٥ من ديسمبر سنة ١٩٤٤

(sgd) Herbert Samuel

توقيع المودر HIGH COMMISSIONER

(sgd) Leigh A. Clowes
بمضور
Private Secretary



توقيع المستأجر

بمضور
مستأجر

D/Tul/32

December 10th, 1924. //

District Officer,
Tulkarem.

Subject:- State Domains-Tulkarem
D/Tul/32

Reference: My letter of even number
dated 21.11.24.

I shall be obliged if you will
forward the agreement to this office
for His Excellency's signature.

W. H. C. BENNETT

AGA/

DIRECTOR OF LANDS

*Apud Rehachto
HES M. A. A. A.*

D/tul/32.

21st November, 1924. 10

District Officer,
Tulkarem.

Subject : Baset Sheikh Mohamed.
----- D/Tul/32.

Reference : T/200/1/27. of
----- 18.11.24.

The acceptance of the last
bid of LE. 30 in respect of the
above property is approved.

Kindly forward the agreement
in due course for H.E.'s signature.

DIRECTOR OF LANDS.

HCB/LY.

ON HIS MAJESTY'S SERVICE.

OPEN 2.

G.P.F. 100-300,000-11.1.36-2475.

PALESTINE GOVERNMENT

ECONOMY.

FASTEN

Envelope by gumming this
Label across Flap.

OPEN

By Cutting Label instead
of gumming Envelope.

No:-T/200/1/27.

Director of Lands,
P. O. B., 356,
Jerusalem.

Governorate,
Tul Karem.
Sub - District.
18th, November, 1924.

Subject:- Lease of Basset Scheikh Mohd.
D/ ul/32.

Please note that above property was put under
auction, and the last bid is £E.30. This has been accepted,
there being no higher bid.

Passed for approval, please.

TJG/EL.

Enclosures;

for David
District Officer.
Tul Karem.

Investigator,
FBI
and -
FBI, November, 1981.

Nov 11 1981

Division of Research,
F. B. I.,
Washington, D. C.

Subject: - James Earl Ray
W. ALABAMA

Please note that above property was not
mailed, and the last bid is \$2.30. This has been suggested,
there being no other bid.
passed for approval, please.

W. ALABAMA
FBI

11/11/81
Enclosure

No:-T/200/1.

Director of Lands,
P.O.B. 356.
Jerusalem.

Governorate,
Tulkarem.
Sub-District.
10th., May, 1924.

D/Tul/32

Subject:- State Domains - Rents.
Reference:- Your D/Tul/5 of 6.5.24.

✓ Steps are being taken for the immediate collectio of LE.15 being rent on State Domain land No.D/Tul/32.

With regard to building No.D/Tul/5. This is used as Post Office, and Residence for the Sub-Postmaster. The rent owed by the latter is being deducted monthly from this pay by the head of his Dept., and I understand that rent for April has been already deducted from the pay of the Sub-Postmaster as usual.

As regards lands No.13 and 9. This relates to the house occupied by O.C. Lockhart's Squadron Gendarmerie. Collection of rent should presumable be made by the Treasury direct as his salary is paid to the Bank.

C.F.Reading

Sub-District Governor,
Tulkarem Sub-District.

Enclosures:-

No: 120001.

Governor,
Tribes,
Sub-District,
18th May, 1934.

Director of Lands,
O.B. 300,
Tribes.

Subject:- State Domain - Land.
Reference:- Your Ltr of 8.5.34.

Steps are being taken for the immediate collection of Rs. 15
rent on State Domain Land No. 120001.

With regard to building No. 120001, this is used as a
residence for the Sub-District Officer. The rent due by the
Officer is being deducted monthly from his pay by the name of his
rent and I understand that rent for April has been already deducted
from his pay of the Sub-District Officer as usual.

The rent due on No. 12 and 13. This relates to the house
of the Sub-District Officer's residence. Collection of
rent is made by the Treasury direct as his salary
is paid to the bank.

C. J. M. S.

Sub-District Officer,
Tribes and District.

Enclosure:-

D/Tul/5

P.O.Box 356,

May 6th, 1924.

Sub-District Governor,
Tulkarem.

Subject:- State Domain - Rents.

The following sums appear to be
in arrear, and I shall be obliged if you
will kindly arrange for collecting same.

D/Tul/5	Building P & T.	££. 1.844
"	13&9 Land	" 0.865
"	32 Land	" 15.000

AGA/

DIRECTOR OF LANDS.

Copy in D/Tul/13 ✓
" 32

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

AGREEMENT FOR AGRICULTURAL LANDS,

An Agreement made this **10th** day of **November** one thousand nine hundred and twenty **three** between **His Excellency the High Commissioner** on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and **Fahid Serouji** of **Wadi Hawarith North** his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as **Basset Sh Mohammed** in the village of **Wadi Hawarith** the Sub-District of **Tul Karen** and District of **Samaria** extending to an area of

Thirty

dunoms more or less and more fully described in the schedule

and plan attached hereto and in the Tabu Register of **Tul Karen** **NO. 1.**

date **December 1325** for the period of **one year**

from the **10th** day of **November** 1923 to the **30th** day of **September**

1924 (determinable nevertheless as hereinafter mentioned) at a rent of **L.E. 30.000 M/MS**

Thirty pounds eg. payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out

2. ~~To pay in addition to the Tabu of 12 1/2 % of the assessed value of the land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said title and be payable on the same date and in the same manner.~~

Or 2. To pay ~~in addition to the Tabu of 12 1/2 %~~, a yearly rent of **Thirty pounds egyptian**

(**SE 30.000 m/ms.**) by **two** payments in advance

on or before the **10/12/1923** and **1/5/1924** ~~day of each of the months~~

~~of such payments being made on the execution hereof.~~

3. To keep the outside and inside of any buildings ~~constructed~~ or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. ~~To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.~~

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable

ENTERED. PACY 5/8/32

28/2/24

make alterations or additions to existing buildings on the said writing of the Landlord is first obtained and any such structural shall be in accordance with plans and designs first approved by to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

- (a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) that the Landlord shall not re-enter upon the premises for a breach of any term agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be available thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interference by the Landlord.

Special Conditions

The Dasset is for grazing purposes only and it is forbidden to cut grass for any purposes whatsoever for making hay etc. unless special permission in writing be allowed from the Land Lord.

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Witnessed by the Landlord
in the presence of

(Sgd) Herbert Samuel
High Commissioner
(Sgd) A. Kirkbride

Witnessed by the Tenant
in the presence of



GOVERNMENT OF PALESTINE

Land Form No. 5

STATE DOMAINS.

AGREEMENT FOR AGRICULTURAL LANDS.

An Agreement made this 22nd day of November one thousand nine hundred and twenty two between His Excellency The High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and SA BIL BAKHIT of Arab Wady Hawareth his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Basset Schek Mohammed in the Sub-District of Tulkarem and District of Samarra extending to an area of one thousand dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of Tulkarem

under reference No. 1 for the period of one year from the first day of November 1922 to the 30th day of September 1923 (determinable nevertheless as hereinafter mentioned at a rent of £67. 000mfm payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out
2. ~~To pay, in addition to the Tithe of 12 1/4% a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~
OR 2. To pay in addition to the tithe of 12 1/4% a yearly rent of sixty seven Egyptian pounds (£E. 67. 000mfm m/ms.) by two payments in advance on ~~or~~ before the first day of December 1922 day of each of the months of and on the first day of September 1923 in every year, the first of such payments being made on the execution hereof.
3. To keep the outside and inside of any buildings ~~now created~~ or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.
4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.
5. ~~To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of~~ per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.
6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.
7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

- (a) that entry by the Landlord shall not effect the liability of the tenant in respect of obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) that the Landlord shall not re-enter upon the premises for a breach of any term of the agreement other than non-payment of rent or failure to cultivate the land during the period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be available thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit plans for new works of irrigation to the Landlord and that he shall not obstruct any watercourse or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

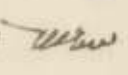
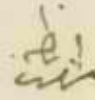
2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord (sgd) Herbert Samuel.

in the presence of (sgd) R. Moulton

Signed by the Tenant 

in the presence of  

GOVERNMENT OF PALESTINE

Land Form No. 3

STATE DOMAINS.

AGREEMENT FOR AGRICULTURAL LANDS.

An Agreement made this **22nd** day of **November** one thousand nine hundred and twenty **two** between **His Excellency the High Commissioner** on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and **SABIL BAKHIT** of **Arab Wady Hawareth.** his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as **Basset Scheikh Mahmoud** in the Sub-District of **Tul Karem** and District of **Samaria** extending to an area of **One thousand** dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of **Tul Karem**

under reference No. **1** for the period of **one year** from the **1st.** day of **November** 19**22** to the **30th.** day of **September** 19**23** (determinable nevertheless as hereinafter mentioned at a rent of **££.67.000m/ms.** payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out
2. ~~To pay, in addition to the Tithe of 12 1/2% a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~
- OR 2. To pay ~~in addition to the tithe of 12 1/2%~~ a yearly rent of **Sixty seven Egyptian pounds** (**££. 67.000m/ms** m/ms.) by **two** payments in advance on or before the first of December 1922 and on the first day of September 1923. ~~such payments being made on the expiration thereof~~

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. ~~To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of~~ per dunom for such part of the Land as is capable of cultivation and which ~~remains~~ out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

(a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term agreement other than non-payment of rent or failure to cultivate the land dem period of one year, unless notice of the breach has been served upon the tenant tenant has during the period of one month from the date of notice failed to cor the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the at the expiration or sooner determination of the term hereby created in good and tenants and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reason
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall plans for new works of irrigation to the Landlord and that he shall not obstruct any water interfere with the free flow of water to adjacent lands that have hitheto enjoyed the water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained quietly hold and enjoy the premises during the tenancy without any unlawful interruption Landlord.

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord

(sgd) Herbert Samuel

in the presence of

(sgd) R. Monkton

Signed by the Tenant



in the presence of

[Signature]

[Signature]

O.P.D.A. P.T. E.E.F.	O.P.D.A. P.T. E.E.F.	O.P.D.A. P.T. E.E.F.	H.J.Z. 6 P.T. E.E.F.	H.J.Z. 1 P.T. E.E.F.	H.J.Z. 1 P.T. E.E.F.
---------------------------------------	---------------------------------------	---------------------------------------	---------------------------------------	---------------------------------------	---------------------------------------

AGREEMENT AND LEASE.
No. DATE.

-- 29 NOV. 921

WHETHER SIMILAR TO WHAT IS MENTIONED BELOW.
NAME AND ADDRESS OF LESSEES. RENT. HOW PAYABLE

Mr. HAIM ROYTM,
KHIDAIRA.

10500 IN THREE INSTS.

A. DATE WHEN 1st. INST. IS DUE.

NOVEMBER, 921.

END OF PERIOD

SEPTEMBER, 922

REMARKS.

4/24.



22



NAME OF GRANTEE	CLASS OF LAND.	SITUATION	BOUNDARIES.	AREA. DNS. DIR.		KIND OF THOMSTRICTED BUILDINGS
PASTURE.	BASSET SHEIKH MOHMAD.	E. EL-BTSTAN AND THE ROAD. N. DIBBET A'TTAR AND LAKHA EL- RAMIL. W. EL-YAHUDI. S. EL-BTSTAN AND THE ROAD.	1000	--	-----	



RY OFFICE OF TILKAPEN
TER OF DEEDS.

2/5 Aug 33.

ON

E.

STB-DIST.

DISTRICT.

VILLAGE OR TOWN.

HOW ACQUIRED M A L U.

VIADI EL-SHAWAFETH

NA

LAND REGISTRY
REGISTRY

LANDS DEPT.

FILE No.

REFERENCE No.

FINANCE No.

REGS TRACT
No. DATE

6287



المسجد الحرام

في
نزلتي صفة المسجد
٩٤٤
ابن بطيعة

في
سبائك الذهب
٩٤١
نزهة الناظر

في
خزانة النجوم
نزهة الناظر

ان طاعت مبعوده بحسب ما هو محرر ان شاء الله
الاجار
١٠٥٠٠
اسم واديب السامع
فداه طاهر رزم المقيده

المنازل والاحبار
سابع
٩٤١
نزهة الناظر

ECONOMY.

PALESTINE GOVERNMENT

OPEN

FASTEN

Envelope by inserting this
Label in the
By Cutting Label
of tearing Envelope.

G.P.P. 192-800,000-11-1-00-24/8.

ON HIS MAJESTY'S SERVICE.

GEN. A.

مجلس شورى عسكرونا

بمقتضى

١٤٤٠

مجلس شورى عسكرونا

٠٠٠٠١

١٤٤٠

١٤٤٠

١٤٤٠

10/10/1500

اخراج قيد طابره سه وائت طابره طهلازم .

المصارف

ابنه سه ابي جني مرتبه

ذراع و درهم

١٥٥٥

رثا البتانه والفرعيه شلاه ورتة عطاره ونصره
ارسل ذبا البيه ودينه حنبا البتانه ولسه

بضه شيخ محمد
مري

الموقع للملك
نفج الملك
اسم الملك
مردو محلو لم يرماد

العمير او القصبه
النفا المفاطم

المطابق

نزه الاواني
نزه الاوجه
نزه لاليه
نزه سارنج

٦٢٨٧

وادي المحورث

الحمد لله الذي جعل الدنيا داراً

موت

والتاريخ

١٥٥٠

منه ما لا يحصى

منه ما لا يحصى

منه ما لا يحصى

منه ما لا يحصى

منه ما لا يحصى

منه ما لا يحصى

منه ما لا يحصى

منه ما لا يحصى

منه ما لا يحصى

منه ما لا يحصى

منه ما لا يحصى

منه ما لا يحصى

منه ما لا يحصى

منه ما لا يحصى

منه ما لا يحصى

منه ما لا يحصى

منه ما لا يحصى

منه ما لا يحصى

منه ما لا يحصى

منه ما لا يحصى

منه ما لا يحصى



2

G 1
Folio No.

5/Jul/32.

LAND REGISTRY OFFICE OF *Tulkarem.* REGISTER OF DEEDS.

VOLUME No. *1 - Juzairan, 320 Daimi.*

Extract No.



L.R. 53.
2a

Town or Village *Wadi El-Hawareth El-Humali El-Gharbi.*

Situation or Quarter *Arb Basset Shukh Mohd.*

Petition No. _____ of Year _____

7889-10000-B.W.P.

No. of Deed	Date of Registration	Class of Land	Description of Property	Boundaries	Area		Nature of Transaction	Name of Grantor	Name of Grantee	Shares	Consideration or Value		Remarks
					Don	Dir		<i>Wetko No.</i>			L.F.	in/ms	
<i>1</i>	<i>December, 328.</i>		<i>Pasture.</i>	<i>E. Ard El-Tayyan and the Road.</i>	<i>1000</i>	<i>Old.</i>	<i>The whole of the 1000</i>	<i>6278</i>	<i>The Treasury</i>		<i>8000</i>		
				<i>N. Subbet El-A'har and the sand dunes that lead to Birket A'la.</i>			<i>Ans. were primarily registered in the name of the fifth regiment. But in accordance with the order of Mamour Dafter Khakani, No 63 dated 20 Oct., 326 and as per note of the Wetko dated 17 Nov., 328 attached to that of the District Treasurer headed with the same date, registration was transferred to the name of the Treasury, which was then given a Sued Fashik to that effect.</i>						
				<i>W. Ard. El-Yahudi which was disposed of to Shukh Ibrahim El-Samara and his brother.</i>									
				<i>S. Ard El-Tayyan and from it extends Maniet Abu Zahara Road.</i>									

The above is a true copy of the Register and is given against payment of P.T. _____ as per receipt No. _____ of _____

Date _____ Registrar of Lands

GOVERNMENT

LAND DEPARTMENT, JERUSALEM.

X. 1. Land Dept No _____

X. 2. File No D/Tul/32

X. 3. Reference No _____

4. Finance No 62875. Land Registry No Vol. no. 1.
and date _____6. District Tulkarem

7. Sub-District.

8. Village or Town. Nadie El Hawareth.9. Whether Mudawara, Mahloul
or Mewat etc.10. Name of Property. Land Plot no. 23.11. Nature of Property. Pasturage Land.12. Situation. Bas at Sheikh hotel.

13. Boundaries.

North Libbet Attar & Kans Erramel.South Buildings & Road.East " " "West El Yahudi.14. Area. 1000 dms.

15. If buildings state accommodation.

* 16. If leased please fill in following:—

a. Number and date of Agreement
or lease.

b. Name and address of Tenant.

c. Rent.

d. How payable.

e. Commencement of Term.

f. End of Term.

g. Who liable for repairs.

17. Remarks.

X. for use of Land Department.

* If Agreement or lease attached embodying these particulars replies to these questions need not be filled in.

ON HIS MAJESTY'S SERVICE.

GEN 5.

GPP. 102-350,000-11-4-36-348.

PALESTINE GOVERNMENT

ECONOMY.

FASTEN

Envelope by gumming this
Label across Flap.

OPEN

By Cutting Label instead
of tearing Envelope.